

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GYFT, INC.		11/29/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GRANDPOINT BANK
Street Address:	355 South Grand Avenue
Internal Address:	Suite 2400
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	4423245	GYFT
Serial Number:	85662320	GYFT
Serial Number:	85662349	DITCH THE PLASTIC

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	320418-101 GYFT / GPB
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NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/16/2013
Total Attachments: 5 source=GYFT signed IPSA#page1.tif source=GYFT signed IPSA#page2.tif source=GYFT signed IPSA#page3.tif source=GYFT signed IPSA#page4.tif source=GYFT signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 29, 2013 by and between Grandpoint Bank, a California corporation ("Lender"), and Gyft, Inc., a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

185 Clara St.
San Francisco, CA 94107
Fax:
Attn:

Gyft, Inc.


By: 
Name: V K Lingham
Title: CEO

LENDER:

Address of Lender:

355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Fax: 213.542.2286
Attn: David J. Ross, CRO

GrandPoint Bank

By: 
Name: DAVID J. ROSS
Title: CRO

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
GYFT	4,423,245	10/22/13
GYFT	85/662,320	06/26/12
DITCH THE PLASTIC	85/662,349	06/26/12