

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302573

| | | | |
|-----------------------------------|--|------------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Blackhawk Network, Inc. | | 03/28/2014 | CORPORATION: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as agent | | |
| Street Address: | 201 South College Street | | |
| Internal Address: | 8th floor | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28288-0680 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3914594 | BLACKHAWK NETWORK | |
| Registration Number: | 3991397 | BLACKHAWK NETWORK | |
| Registration Number: | 4031791 | CLICK+PL Y | |
| Registration Number: | 3740279 | EVERY CARD TELLS A STORY | |
| Registration Number: | 4305437 | GIFT CARD MALL | |
| Registration Number: | 4250734 | GO WALLET | |
| Registration Number: | 4067327 | GREAT GIFTS MADE SIMPLE | |
| Registration Number: | 3818712 | LOCAL STARS | |
| Registration Number: | 3835422 | LOCAL STARS | |
| Registration Number: | 3970807 | RELOADIT | |
| Registration Number: | 4136075 | RELOADIT | |
| Registration Number: | 3948006 | TALK SHOP | |
| Registration Number: | 4393606 | UNLEASH YOUR GIFT CARD VALUE | |
| Registration Number: | 3438607 | APPAREL | |
| Registration Number: | 3365424 | CELEBRATE | |
| Registration Number: | 4122332 | CURRENCY EVOLVED | |
| Registration Number: | 3321672 | DIRECTSPEND | |
| Registration Number: | 2433058 | ENCOMPASS | |
| Registration Number: | 3475972 | EXPEDITIONS | |
| TRADEMARK | | | |

CH \$840.00 3914594

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 4398967 | HOME SOLUTIONS |
| Registration Number: | 4122315 | INTELISPEND |
| Registration Number: | 4099630 | INTELISPEND PREPAID SOLUTIONS |
| Registration Number: | 4122335 | INTELISPEND PREPAID SOLUTIONS |
| Registration Number: | 4122338 | INTELISPEND REWARD NAVIGATOR |
| Registration Number: | 2336751 | PERSONA |
| Registration Number: | 3489417 | PERSONAL PURSUITS |
| Registration Number: | 3370872 | PORTICO |
| Registration Number: | 3569233 | PORTICO |
| Registration Number: | 2118917 | PREFERENCES |
| Serial Number: | 85508343 | MY PREPAID CENTER |
| Serial Number: | 85613539 | GO WALLET |
| Serial Number: | 85118816 | PAYPOWER |
| Serial Number: | 85118836 | PAYPOWER |

CORRESPONDENCE DATA

Fax Number: 3125585700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 250056-160

NAME OF SUBMITTER: Laura Konrath

SIGNATURE: /Laura Konrath/

DATE SIGNED: 04/24/2014

Total Attachments: 12

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TRADEMARK

REEL: 005267 FRAME: 0876

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of March 28, 2014 by and between Blackhawk Network, Inc., an Arizona corporation (the “Grantor”), having its chief executive office at 6220 Stoneridge Mall Road, Pleasanton, CA 94588 and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the “Administrative Agent”), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Blackhawk Network Holdings, Inc., a Delaware corporation, as the Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License (excluding any Excluded IP License) and all Licensee Proceeds under each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Termination. At such time as all of the Secured Obligations have been paid and satisfied in full in cash and the Commitments terminated, the Collateral shall be released from this Trademark Security Interest Agreement and any Liens related hereto. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Administrative Agent) as such Grantor may reasonably request to evidence such termination.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

BLACKHAWK NETWORK, INC., as Grantor

By: [Signature]
Name: Jerry D. Ulrich
Title: CEO / CAO

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and stated that (s)he is _____ of Blackhawk Network, Inc. and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2014.

Notary Public

My commission expires:

_____ see attached
Notary Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 3/27/14

Date

before me,

M. L. Peterson, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jerry N. Ulrich

Name(s) of Signer(s)

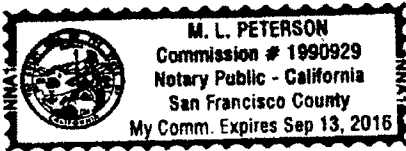
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

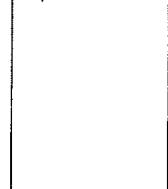


Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Brian Buck
Name: Brian Buck
Title: Director

[Trademark Security Agreement – Blackhawk Network, Inc.]

TRADEMARK
REEL: 005267 FRAME: 0881

Schedule A to Trademark Security Agreement

TRADEMARKS

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|----------------------------------|--|---------------|------------|
| BLACKHAWK NETWORK | 76/661890 3914594 06/19/2006 02/01/2011 | United States | Registered |
| BLACKHAWK NETWORK & DESIGN | 76/697661 3991397 05/29/2009 07/12/2011 | United States | Registered |
| CLICK+PLAY & DESIGN | 76/691156 4031791 07/09/2008 09/27/2011 | United States | Registered |
| EVERY CARD TELLS A STORY | 76/664301 3740279 08/08/2006 01/19/2010 | United States | Registered |
| GIFT CARD MALL & DESIGN | 76/979118 4305437 04/19/2007 03/19/2013 | United States | Registered |

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|----------------------------|--|---------------|------------|
| GO WALLET | 85/278943 4250734 03/28/2011 11/27/2012 | United States | Registered |
| GREAT GIFTS MADE SIMPLE | 76/681073 4067327 08/22/2007 12/06/2011 | United States | Registered |
| LOCAL STARS | 76/673047 3818712 02/23/2007 07/13/2010 | United States | Registered |
| LOCAL STARS & DESIGN | 76/673735 3835422 03/07/2007 08/17/2010 | United States | Registered |
| RELOADIT | 76/692495 3970807 08/29/2008 05/31/2011 | United States | Registered |
| RELOADIT (STYLIZED) | 85/059859 4136075 06/10/2010 05/01/2012 | United States | Registered |

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|------------------------------------|--|---------------|------------|
| TALK SHOP | 76/684180 3948006 11/19/2007 04/19/2011 | United States | Registered |
| UNLEASH YOUR GIFT CARD VALUE | 85/638094 4393606 05/30/2012 08/27/2013 | United States | Registered |
| APPAREL | 77/354639 3438607 12/18/2007 05/27/2008 | United States | Registered |
| CELEBRATE | 77/178970 3365424 05/11/2007 01/08/2008 | United States | Registered |
| CURRENCY EVOLVED | 85/022293 4122332 04/23/2010 04/03/2012 | United States | Registered |
| DIRECTSPEND | 78/893946 3321672 05/26/2006 10/23/2007 | United States | Registered |

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|-------------------------------------|--|---------------|------------|
| ENCOMPASS | 75/778784 2433058 08/18/1999 03/06/2001 | United States | Registered |
| EXPEDITIONS | 77/353803 3475972 12/17/2007 07/29/2008 | United States | Registered |
| HOME SOLUTIONS | 85/766012 4398967 10/29/2012 09/10/2013 | United States | Registered |
| INTELISPEND | 85/005375 4122315 04/20/2010 04/03/2012 | United States | Registered |
| INTELISPEND PREPAID SOLUTIONS | 85/005369 4099630 04/02/2010 02/14/2012 | United States | Registered |
| INTELISPEND PREPAID SOLUTIONS | 85/023310 4122335 04/26/2010 04/03/2012 | United States | Registered |

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|------------------------------------|--|---------------|------------|
| INTELISPEND REWARD NAVIGATOR | 85/027517 4122338 04/30/2010 04/03/2012 | United States | Registered |
| PERSONA | 75/514860 2336751 07/07/1998 03/28/2000 | United States | Registered |
| PERSONAL PURSUITS | 77/102825 3489417 02/08/2007 08/19/2008 | United States | Registered |
| PORTICO | 78/948536 3370872 08/08/2006 01/15/2008 | United States | Registered |
| PORTICO & DESIGN | 77/397322 3569233 02/14/2008 02/03/2009 | United States | Registered |
| PREFERENCES | 75/078079 2118917 03/25/1996 12/09/1997 | United States | Registered |

| Trademark | App. No. Reg. No. Filing Date Effective Reg. Date | Country | Status |
|-----------------------|--|---------------|-----------|
| MY PREPAID CENTER | 85/508343 N/A 01/04/2012 N/A | United States | Pending |
| GO WALLET & DESIGN | 85/613539 N/A 05/01/2012 N/A | United States | Pending |
| PAYPOWER | 85/118816 N/A 08/30/2010 N/A | United States | Suspended |
| PAYPOWER & DESIGN | 85/118836 N/A 08/30/2010 N/A | United States | Suspended |

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.