

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342590

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|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gift Services, Inc. | | 05/26/2015 | CORPORATION: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | KeyBank National Association | | |
| Street Address: | 1211 S.W. 5th Avenue | | |
| City: | Portland | | |
| State/Country: | OREGON | | |
| Postal Code: | 97204 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3508265 | GIFTTREE.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2066237789 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2066231745 | | |
| Email: | kek@hcmp.com | | |
| Correspondent Name: | Kurt Kruckeberg, Hillis Clark Martin | | |
| Address Line 1: | 1221 Second Avenue, Suite 500 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 14657.581 | | |
| NAME OF SUBMITTER: | Kurt E. Kruckeberg | | |
| SIGNATURE: | / Kurt E. Kruckeberg / | | |
| DATE SIGNED: | 05/27/2015 | | |
| Total Attachments: 4 | | | |
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| source=Gift Serv Trademark Sec Agr 5 26 15#page2.tif | | | |
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OP \$40.00 3508265

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "*Trademark Security Agreement*"), dated as of May 26, 2015, is made between **GIFT SERVICES, INC.**, a Washington corporation ("*Grantor*"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("*Lender*").

RECITALS

A. Grantor and Lender have entered into an Amended and Restated Revolving Loan Agreement of even date herewith (the "*Loan Agreement*").

B. As a condition precedent to the extending of credit by Lender under the Loan Agreement, Grantor has executed and delivered to Lender that certain Restated Security Agreement of even date herewith, made by and between Grantor and Lender (the "*Security Agreement*").

C. Under the terms of the Security Agreement, solely as a confirmation, continuance, and restatement of a previously granted security interest in certain collateral, Grantor has confirmed and continued its grant to Lender of a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal, and state government authorities, including, without limitation, the United States Patent and Trademark Office.

RECITALS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Lender.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

GRANTOR:

GIFT SERVICES, INC., a Washington corporation.

By: 

Craig T. Bowen
Its President

By: 

Esther Diez
Its Vice President

AGREED TO AND ACCEPTED:

LENDER:

KEYBANK NATIONAL ASSOCIATION,
a National Banking Association

By: 

Name: 

Title: 

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

- USPTO Registration No. 3508265 for GiftTree.com