

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364245

| | | | |
|--|----------------------------------|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Intercept Interactive Inc. | | 11/30/2015 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank | | |
| Street Address: | 303 Peachtree Street, 23rd Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4723948 | GREEN LIST | |
| Registration Number: | 3762840 | INTERCEPT INTERACTIVE | |
| Registration Number: | 4328130 | | |
| Registration Number: | 4222029 | PAGEGRABBER | |
| Registration Number: | 4720157 | PAGEGRABBER X | |
| Registration Number: | 4835734 | PIXL STUDIOS | |
| Registration Number: | 4835740 | PIXL STUDIOS | |
| Registration Number: | 4459069 | SCREENSHIFT | |
| Registration Number: | 4296536 | TIMEBLOCK | |
| Registration Number: | 4532683 | UNDERTONE | |
| Registration Number: | 3761101 | UNDERTONE | |
| Registration Number: | 4504413 | UNDERTONE IMPACT ACCELERATOR | |
| Serial Number: | 86214101 | FP | |
| Serial Number: | 86205865 | FUTURE PROOF LABS | |
| Serial Number: | 86553029 | UMOTION | |
| Serial Number: | 86416136 | VIRTUOSO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048817777 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |
| TRADEMARK | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-881-7000
Email: angie.wicker@alston.com
Correspondent Name: Ginabeth B. Hutchison
Address Line 1: 1201 West Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

| | |
|---------------------------|-------------------------|
| NAME OF SUBMITTER: | Ginabeth B. Hutchison |
| SIGNATURE: | /Ginabeth B. Hutchison/ |
| DATE SIGNED: | 12/02/2015 |

Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2015 (this "Security Agreement"), is made by INTERCEPT INTERACTIVE INC., a New York corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, INTERACTIVE HOLDING CORP., a Delaware corporation (the "Borrower"), OR MERGER, INC., a Delaware corporation, INCREDITONE INC., a Delaware corporation, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of November 30, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries and Affiliates, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of November 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[remainder of page intentionally left blank]

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

INTERCEPT INTERACTIVE INC.

By: Michael Waxman-Lenz
Name: Michael Waxman-Lenz
Title: Authorized Signatory

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:


SUNTRUST BANK

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:


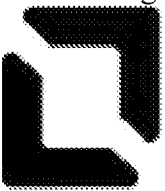
SUNTRUST BANK

By: 
Name: Kevin Curtis
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks and Trademark Licenses

| Mark/Name | Ser./Reg./App. No. | Reg. Date |
|--|--------------------|-------------------|
| FP (Stylized)  | 86/214,101 | |
| FUTURE PROOF LABS | 86/205,865 | |
| GREEN LIST | 4,723,948 | April 21, 2015 |
| INTERCEPT INTERACTIVE | 3,762,840 | March 23, 2010 |
| LL & Design  | 4,328,130 | April 30, 2013 |
| PAGEGRABBER | 4,222,029 | October 9, 2012 |
| PAGEGRABBER X | 4,720,157 | April 14, 2015 |
| PAGEWRAP | 85/618,916 | |
| PIXL STUDIOS | 4,835,734 | October 20, 2015 |
| PIXL STUDIOS | 4,835,740 | October 20, 2015 |
| SCREENSHIFT | 4,459,069 | December 31, 2013 |
| TIMEBLOCK | 4,296,536 | February 26, 2013 |
| UMOTION | 86/553,029 | |
| UNDERTONE | 4,532,683 | May 20, 2014 |
| UNDERTONE | 3,761,101 | March 16, 2010 |
| UNDERTONE IMPACT ACCELERATOR | 4,504,413 | April 1, 2014 |
| VIRTUOSO | 86/416,136 | |