

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Universal Intellectual Property Holdings, Inc.		12/31/2004	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DK Acquisition Partners, L.P., as Agent for the Secured Parties		
<b>Street Address:</b>	885 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2885441	UPFRONT REWARD	
Registration Number:	2896459	UPFRONT REWARDS	
Serial Number:	76582380	IT'S WHAT YOU'VE ALWAYS WANTED	
Serial Number:	76567142	PERSONAL ADVANCE	
Serial Number:	76610000	UPFRONT REWARDS CREDIT GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Patricia A. Conner		

OP \$140.00 2885441

Signature:	/Patricia A. Conner/
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Date:	01/04/2005
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<p><b>Total Attachments: 4</b> source=Unversal TM Security#page1.tif source=Unversal TM Security#page2.tif source=Unversal TM Security#page3.tif source=Unversal TM Security#page4.tif</p>
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2004 is entered into by Universal Intellectual Property Holdings, Inc., a Nevada corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and DK Acquisition Partners, L.P., as Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Term Note Pledge and Guaranty Agreement dated as of December 31, 2004 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

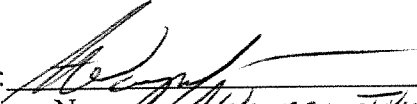
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

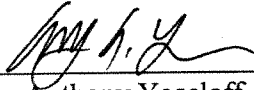
*(signature page follows)*

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSAL INTELLECTUAL PROPERTY HOLDINGS, INC., as the Grantor

By:   
Name: Wayne Tolman  
Title: CEO

DK ACQUISITION PARTNERS, L.P.,  
as Agent  
By: M.H. Davidson & Co., its General Partner,

By:   
Name: Anthony Yoseloff  
Title: General Partner

[Trademark Security Agreement]

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS – Universal Intellectual Property Holdings, Inc.

Trademark	Registration No.	Registration Date	International Class
<b>UPFRONT REWARD</b>	2,885,441	9/14/2004	36
<b>UPFRONT REWARDS</b>	2,896,459	10/19/2004	36

II. U.S. TRADEMARK APPLICATIONS – Universal Intellectual Property Holdings, Inc.

Trademark	Application Serial No.	Application Filing Date	International Class
<b>IT'S WHAT YOU'VE ALWAYS WANTED</b>	76/582,380	3/22/2004	36
<b>PERSONAL ADVANCE</b>	76/567,142	12/29/2003	36
<b>UPFRONT REWARDS CREDIT GUARD</b>	76/610,000	9/3/2004	35

III. FOREIGN TRADEMARKS – Universal Intellectual Property Holdings, Inc.

Trademark	Country	Application/Registration No.	Filing/Registration Date	International Class
<b>UPFRONT REWARDS</b>	Argentina	2,502,355	3/19/2004	36
<b>UPFRONT REWARDS</b>	Australia	994459	3/22/2004	36
<b>UPFRONT REWARDS</b>	Brazil	826227511	4/24/2004	36
<b>UPFRONT REWARDS</b>	Canada	1,213,441	4/8/2004	36
<b>UPFRONT REWARDS</b>	Chile	646,258 / 704,610	5/6/2004 / 9/29/2004	36
<b>UPFRONT REWARDS</b>	CTM	003720455	3/19/2004	36
<b>UPFRONT REWARDS</b>	Mexico	651989 / 837982	4/16/2004 / 4/16/2004	36
<b>UPFRONT REWARDS</b>	South Africa	2004/05124	3/31/2004	36