

**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>
Revolution Money Inc.	FORMERLY Gratis Card Inc.	04/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citigroup Global Markets Inc., as collateral agent		
<b>Street Address:</b>	388 Greenwich Street, 19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78708105	GRATIS CARD	
Serial Number:	78707567	GRATISCARD	
Serial Number:	77049442	G GRATISCARD	
Serial Number:	77049444	G GRATISCARD	
Serial Number:	77049446	G	
Serial Number:	77049447	G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)775-8586		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 248-5595		
<b>Email:</b>	mfiekers@mckeenelson.com		
<b>Correspondent Name:</b>	McKee Nelson, Attn: Mark J. Fiekers		
<b>Address Line 1:</b>	1919 M Street, Suite 200		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>NAME OF SUBMITTER:</b>	Mark Fiekers		

OP \$165.00 78708105

Signature:

/mark fiekers/

Date:

05/05/2008

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 30, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CITIGROUP GLOBAL MARKETS INC., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Gratis Card Holdings LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of April 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CITIGROUP GLOBAL MARKETS INC., as Administrative Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated April 30, 2008 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity, enforcement or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all registered copyrights, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

Notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in the Oracle License and Services Agreement V040407 for Lease #21029 dated June 2007 (and such Oracle License and Services Agreement V040407 for Lease #21029 dated June 2007 or any of the Grantor's rights or interests thereunder shall not be deemed "Collateral" for any purpose hereunder) if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, (b) a violation of a valid and enforceable restriction in respect of such general intangible, investment property or other such rights in favor of a third party or under any law, regulation, permit, order or decree of any governmental authority, unless and until all required material consents shall have been obtained or (c) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, any such contract, lease, instrument, permit, franchise, license or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity); provided, however, that such security interest shall attach immediately (and such Oracle License and Services Agreement V040407 for Lease #21029 dated June 2007 or any of the Grantor's rights or interests thereunder shall be immediately deemed "Collateral" for all purposes of this Agreement) at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such agreement that does not result in any of the consequences specified in the immediately preceding clause (a), (b) or (c) including, without limitation, any proceeds of such agreement.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

REVOLUTION MONEY INC.

By Nicholas P. Johns  
Name: General Counsel & Secretary  
Title: Nicholas P. Johns

Address for Notices:  
200 Central Avenue  
11th Floor  
St. Petersburg, FL 33701

CITIGROUP GLOBAL MARKETS INC., as Collateral Agent

By \_\_\_\_\_  
Name:  
Title:

Address for Notices:  
388 Greenwich Street, 19th Floor  
New York, New York 10013

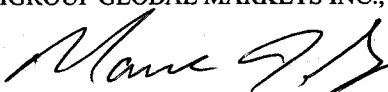
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

REVOLUTION MONEY INC.

By \_\_\_\_\_  
Name:  
Title:

Address for Notices:  
200 Central Avenue  
11th Floor  
St. Petersburg, FL 33701

CITIGROUP GLOBAL MARKETS INC., as Collateral Agent

By   
Name: MARC DALY  
Title: DIRECTOR

Address for Notices:  
388 Greenwich Street, 19th Floor  
New York, New York 10013

**Schedule A to IP Security Agreement**

**1. Patents; Patent Applications**

**Patents**





<b>Grantor</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Revolution Money Inc.	TRANSACTION CARD	D553,675	10/23/07
Revolution Money Inc.	TRANSACTION CARD	D560,715	01/29/08
Revolution Money Inc.	TRANSACTION CARD	D553,676	10/23/07

**Patent Applications**

<b>Grantor</b>	<b>Title</b>	<b>Publication No./Application No.</b>	<b>Filing Date</b>
Revolution Money Inc.	SYSTEM AND METHOD FOR ESTABLISHMENT OF RULES GOVERNING CHILD ACCOUNTS	20070119921	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR USER SELECTION OF FRAUD DETECTION RULES	20070119919	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR IMMEDIATE ISSUANCE OF TRANSACTION CARDS	20070124238	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR NEW EXECUTION AND MANAGEMENT OF FINANCIAL AND DATA TRANSACTIONS	20070119918	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR DISPUTING INDIVIDUAL ITEMS THAT ARE THE SUBJECT OF A TRANSACTION	20070119920	07/14/06
Revolution Money Inc.	PAYMENT REDIRECTION FOR ONLINE TRANSACTIONS	12/021,826	01/29/08
Revolution Money Inc.	SYSTEM AND METHOD FOR FLUID FINANCIAL MARKETS	12/055,683	03/26/08
Revolution Money Inc.	SYSTEM AND METHOD FOR ESTABLISHMENT OF RULES GOVERNING CHILD ACCOUNTS	12/017,937	01/22/08
Revolution Money Inc.	SYSTEM AND METHOD FOR FACILITATING ONLINE TRANSACTIONS	12/054,164	03/24/08

**Schedule B to IP Security Agreement**

**1. Trademark Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Description</b>	<b>Appl. No.</b>	<b>Filing. Date</b>
Revolution Money Inc.	GRATIS CARD	GRATIS CARD	78/708105	09/07/2005
Revolution Money Inc.	GRATISCARD	GRATIS CARD	78/707567	09/06/2005
Revolution Money Inc.		G Gratis Card (with stylized G) (2D)	77/049442	11/22/2006
Revolution Money Inc.		G Gratis Card (with stylized G) (3D)	77/049444	11/22/2006
Revolution Money Inc.		Stylized G surrounded by a 3D circle (2D)	77/049446	11/22/2006
Revolution Money Inc.		Stylized G surrounded by a 3D circle (3D)	77/049447	11/22/2006



**Schedule C to IP Security Agreement**

**1. All Copyrights.**

None.

253428 Revolution Money  
IP Security Agreement

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Sch. C