

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		10/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webloyalty.com, Inc.		
Street Address:	101 Merritt 7, 7th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2805152	WALLET SHIELD	
Registration Number:	2532560	WEBLOYALTY.COM	
Registration Number:	2591465	TRAVEL VALUES PLUS	
Registration Number:	3047421	RESERVATION REWARDS	
Registration Number:	3025350	WEBLOYALTY	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	menakaplan@paulweiss.com, aashville@paulweiss.com		
Correspondent Name:	Menachem Kaplan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	018333-001		

CH \$140.00 2805152

900174096

**TRADEMARK
 REEL: 004297 FRAME: 0240**

NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	10/15/2010
Total Attachments: 4 source=Webloyalty TM Release#page1.tif source=Webloyalty TM Release#page2.tif source=Webloyalty TM Release#page3.tif source=Webloyalty TM Release#page4.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (the "Release"), dated as of October 12, 2010 is made by ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as collateral agent for the Lender Group ("Releasor"), in favor of WEBLOYALTY.COM, INC., a Delaware corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Security Agreement, dated as of May 12, 2005, as from time to time amended, restated, supplemented or otherwise modified (together with all exhibits and schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement the parties hereto entered into the Trademark Security Agreement, dated as of May 12, 2005 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 3082, Frame 0376 on May 12, 2005, under which Releasee granted to Releasor, as Collateral Agent for the benefit of the Lender Group, a continuing first priority security interest in all of Releasee's right, title and interest in, to and under the following, whether then-existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I attached hereto; (ii) all extensions renewals of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and (iv) all products and proceeds of the foregoing, including any claim by Releasee against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License; and

WHEREAS, the Secured Obligations have now been satisfied and Releasee has requested Releasor's release, and Releasor has agreed to release, any and all interest it may have in the Trademark Collateral.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings give to them in the Security Agreement and/or the Financing Agreement (as defined in the Trademark Security Agreement).

2. Release of Security Interest. Releasor does hereby, without any representation and warrant and without any recourse to Releasor (except that, from and after the date hereof, any and all Trademark Collateral of Releasee shall be free and clear of all security interests and liens created by Releasor), release, relinquish and discharge any and all interests it may have in the Trademark Collateral.

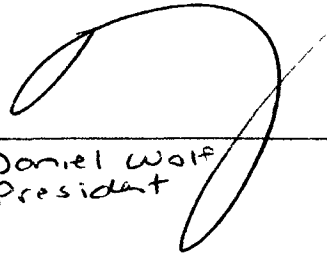
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of October 12, 2010.

ABLECO FINANCE LLC

By: _____

Name: Daniel Wolf
Title: President

A large, stylized handwritten signature in black ink, appearing to be 'Daniel Wolf', written over a horizontal line.

Acknowledged and Agreed to:

WEBLOYALTY.COM, INC.

By: _____
Name:
Title:

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 004297 FRAME: 0243

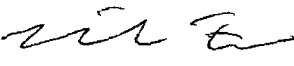
IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of October 12, 2010.

ABLECO FINANCE LLC

By: _____
Name:
Title:

Acknowledged and Agreed to:

WEBLOYALTY.COM, INC.

By: 
Name: *Richard Fernandez*
Title: *CEO*

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 004297 FRAME: 0244

SCHEDULE I

U.S. AND CANADIAN REGISTERED TRADE AND/OR SERVICE MARKS:

	Country	Trademark	Registration Number	Registration Date
1.	United States	WALLET SHIELD	2,805,152	January 13, 2004
2.	United States	webloyalty.com (Stylized)	2,532,560	January 22, 2002
3.	United States	TRAVEL VALUES	2,689,051	February 18, 2003
4.	United States	TRAVEL VALUES PLUS	2,591,465	July 9, 2002
5.	United States	RESERVATION REWARDS	3,047,421	January 24, 2006
6.	Canada	RESERVATION REWARDS	TMA721,598	August 21, 2008
7.	United States	WEBLOYALTY	3,025,350	December 21, 2005
8.	Canada	WEBLOYALTY.COM	TMA732,485	January 16, 2009

INTENT TO USE APPLICATIONS:

	Country	Trademark	Application Number	Application Date
1.	United States	TRIP SHIELD	75/766,730 *Abandoned	August 3, 1999