

**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>
FATWALLET, INC.		09/08/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3284769		
<b>Registration Number:</b>	3200585	FATWALLET.COM	
<b>Registration Number:</b>	3087745	FATWALLET.COM	
<b>Registration Number:</b>	3116136	POCKET THE DIFFERENCE	
<b>Registration Number:</b>	2609874	FATWALLET	
<b>Registration Number:</b>	3881317	LOOTZI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)852-4475		
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@vlpawgroup.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Diana Sanchez Bentz, Legal Specialist		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 2:</b>	235 Victoria Drive		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		

**OP \$165.00 3284769**

ATTORNEY DOCKET NUMBER:	SVB-EBATES-FW TRADEMARKS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	09/22/2011
Total Attachments: 7 source=(2011 09.08) Fat Wallet_IPSA#page1.tif source=(2011 09.08) Fat Wallet_IPSA#page2.tif source=(2011 09.08) Fat Wallet_IPSA#page3.tif source=(2011 09.08) Fat Wallet_IPSA#page4.tif source=(2011 09.08) Fat Wallet_IPSA#page5.tif source=(2011 09.08) Fat Wallet_IPSA#page6.tif source=(2011 09.08) Fat Wallet_IPSA#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 8, 2011 by and between SILICON VALLEY BANK ("Bank") and FATWALLET, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and certain other borrowers dated as of September 8, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make Credit Extensions under the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (excluding intellectual property excluded from Collateral (as defined in the Loan Agreement) (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FATWALLET, INC.

Address of Grantor:  
333 Bryant Street, Suite 250  
San Francisco, CA 94107  
Attn:

By:   
Kevin W. Johnson  
Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:  
555 Mission Street, Suite 900  
San Francisco, CA 94105  
Attention: Matthew Trotter

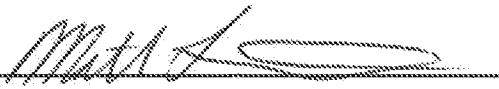
By:   
Matthew Trotter  
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of Using a Subdomain Portion of a Domain Name to Pass a Unique Tracking Code	U.S. Patent Application No. 11/782,757	Filing Date: 7/25/2007
Method of Using a Subdomain Portion of a Domain Name to Pass a Unique Tracking Code	PCT Filing US2007/074392 (WO 2008/014364)	Filing Date: 7/26/2007
Method of Using a Subdomain Portion of a Domain Name to Pass a Unique Tracking Code	U.S. Provisional Patent Application No. 60/820,570	Filing Date: July 27, 2006
Cookieless Tracking System	U.S. Patent Application No. 12/015,152	Filing Date: 1/16/2008
Cookieless Tracking System	PCT Filing US2008/051171 (WO 2008/089239)	Filing Date: 1/16/2008
Cookieless Tracking System	U.S. Provisional Patent Application No. 60/885,120	Filing Date: Jan. 16, 2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Swirl (design only): Serial No. 77041564	3284769	Registered Aug. 28, 2007
FatWallet.com (design plus): Serial No. 78639811	3200585	Registered Jan. 23, 2007
FatWallet.com (character): Serial No. 78639399	3087745	Registered May 2, 2006
Pocket the Difference (character): Serial No. 78506426	3116136	Registered July 18, 2006
FatWallet (typed drawing): Serial No. 78033082	2609874	Registered Aug. 20, 2002
Lootzi: Serial No. 77849897	3881317	Registered Nov. 23, 2011



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date