

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Mypoints.com, Inc.	08/11/2008

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	5820 Canoga Avenue, #210
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	7240022
Patent Number:	5794210
Patent Number:	5855008
Application Number:	11770994
Application Number:	12108115
Application Number:	12108146
Application Number:	12108149
Application Number:	11740359
Application Number:	11416593
Application Number:	11416661
Application Number:	11417088
Application Number:	11416687
Application Number:	11416653
Application Number:	11691923
Application Number:	11459900

PATENT

500620562

REEL: 021380 FRAME: 0495

CH \$960.00 7240022

Application Number:	11828203
Application Number:	11691233
Application Number:	11782340
Application Number:	11780617
Application Number:	11782417
Application Number:	11696545
Application Number:	11832013
Application Number:	61034774
Application Number:	11752799

CORRESPONDENCE DATA

Fax Number: (650)849-4800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Mary R. Zimmerman

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ATTORNEY DOCKET NUMBER:	2073414-000333626
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NAME OF SUBMITTER:	Mary R. Zimmerman
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2008, is entered into by and between MYPPOINTS.COM, INC., a Delaware corporation located at 525 Market St., #3400, San Francisco, CA 94105 (the "Grantor") and SILICON VALLEY BANK, a California banking corporation located at 5820 Canoga Avenue, #210, Woodland Hills, CA 91367 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of August 11, 2008, among the Assignee, the Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of August 11, 2008, among UNITED ONLINE, INC., a Delaware corporation, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, the parties have agreed to execute this Agreement and to record it in the United States Patent and Trademark Office.

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

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or at any time hereafter acquired by such Grantor, or in which Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

(b) For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(c) Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents.

(d) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this PATENT SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR:

MYPOINTS.COM, INC.

By: 

Name: Mark R. Goldston

Title: Chief Executive Officer

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this PATENT SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR:

MYPOINTS.COM, INC.

By: _____
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Mark Turk
Name: Mark Turk
Title: Senior Relationship Manager

Schedule A to PATENT SECURITY AGREEMENT

ISSUED U.S. PATENTS AND APPLICATIONS FOR U.S. PATENTS

Issued U.S. Patents:

No.	Registrant/Assignee	Patent Title	Patent Number	Issue Date
1.	MyPoints.com, Inc.	Demographic information gathering and incentive award system and method	7,240,022	7/3/2007
2.	MyPoints.com, Inc.	Attention brokerage	5,794,210	8/11/1998
3.	MyPoints.com, Inc.	Attention brokerage	5,855,008	12/29/1998

U.S. Patent Applications

No.	Applicant/Assignee	Patent Title	Application Number	Filing Date
1.	MyPoints.com, Inc.	Demographic information gathering and incentive award system and method	11/770,994	6/29/2007
2.	MyPoints.com, Inc.	Method for providing custom profile analysis in a demographic information gathering system	12/108,115	4/23/2008
3.	MyPoints.com, Inc.	System and method for tracking user activity in an incentive award system	12/108,146	4/23/2008
4.	MyPoints.com, Inc.	System and method for generating personalized offers through an information gathering system	12/108,149	4/23/2008
5.	MyPoints.com, Inc.	System and method for associating threads with an account statement to provide access to a set of transactions	11/740,359	4/26/2007
6.	MyPoints.com, Inc.	Robust silo based system architecture	11/416,593	5/2/2006
7.	MyPoints.com, Inc.	System and method for evenly distributing data across a distributed member architecture utilizing a home silo	11/416,661	5/2/2006
8.	MyPoints.com, Inc.	Real-time aggregate counting in a distributed system architecture	11/417,088	5/2/2006
9.	MyPoints.com, Inc.	System and method of efficiently generating and sending bulk emails	11/416,687	5/2/2006
10.	MyPoints.com, Inc.	System and method for providing three-way failover for	11/416,653	5/2/2006

		a transactional database		
11.	MyPoints.com, Inc.	Method for providing the appearance of a single data repository for queries initiated in a system incorporating	11/691,923	3/27/2007
12.	MyPoints.com, Inc.	System and method of efficient e-mail link expiration	11/459,900	7/25/2006
13.	MyPoints.com, Inc.	System and method of spam proof e-mail bounce tracking	11/828,203	7/25/2006
14.	MyPoints.com, Inc.	Target query system and method	11/691,233	3/26/2007
15.	MyPoints.com, Inc.	Method of efficient target query selection ranging	11/782,340	7/24/2007
16.	MyPoints.com, Inc.	Method of providing multi-source data pull and user notification	11/780,617	7/20/2007
17.	MyPoints.com, Inc.	Method of refining and selecting data repository members	11/782,417	7/24/2007
18.	MyPoints.com, Inc.	New member activation	11/696,545	4/4/2007
19.	MyPoints.com, Inc.	System and method of personalizing web pages by pre-fetching subsets of individual member data	11/832,013	8/1/2007
20.	MyPoints.com, Inc.	E-mail feedback for purchasing triggers	61/034,774	3/7/2008
21.	MyPoints.com, Inc.	Rule-based dry run methodology in an information management system	11/752,799	5/23/2007