

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AFFINION BRAZIL HOLDINGS I, LLC		08/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
AFFINION BRAZIL HOLDINGS II, LLC		08/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
PROSPECTIV DIRECT, INC.		08/29/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET, 5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3685295	EVERSAVE
Registration Number:	2862997	INSTANTSAVE
Registration Number:	3784471	WHERE BRANDS AND WOMEN CLICK
Registration Number:	3784470	WHERE BRANDS AND WOMEN CLICK
Registration Number:	2942899	PROSPECTIV DIRECT
Registration Number:	2846628	PROSPECTIV
Registration Number:	3889869	SHARE THE SAVE

**CORRESPONDENCE DATA**

Fax Number: (650)838-5109  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-838-3743

**900201510**

**TRADEMARK  
 REEL: 004618 FRAME: 0194**

**CH \$190.00 3685295**

Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/648
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	09/02/2011

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement Supplement*”) dated August 29, 2011, is made by the Persons listed on the signature page hereof (the “*Grantors*”) in favor of BANK OF AMERICA, N.A., as administrative agent (the “*Administrative Agent*”) and collateral agent (together with any successor collateral agent appointed pursuant to the Credit Agreement (defined below), in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to those terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, (a) the Borrower, Holdings, the Administrative Agent, the Collateral Agent and the lenders party thereto (the “*Lenders*”) have entered into an Amended and Restated Credit Agreement, dated as of April 9, 2010, which provides for the Lenders to provide loans to the Borrower from time to time (such Credit Agreement as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, including by (i) the Incremental Assumption Agreement, dated as of December 13, 2010, among the Borrower, Holdings, each subsidiary of the Borrower party thereto, Bank of America, N.A., as administrative agent, and Bank of America, N.A., and Deutsche Bank Securities Inc., as joint lead arrangers and (ii) the Incremental Assumption Agreement, dated as of February 11, 2011, among the Borrower, Holdings, each subsidiary of the Borrower party thereto, Bank of America, N.A., as administrative agent, and the lenders party thereto, the “*Credit Agreement*”), and (b) the Borrower and each subsidiary of the Borrower party thereto have entered into an Amended and Restated Intellectual Property Security Agreement Supplement, dated as of April 9, 2010;

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Swap Agreements by Lenders or Affiliates of Lenders from time to time each Grantor has executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated April 9, 2010 among the Borrower, each subsidiary of the Borrower party thereto, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”);

WHEREAS, each Grantor has executed and delivered that certain Supplement No. 4, dated the date hereof, among the Grantors and Bank of America, N.A., as administrative agent and collateral agent, to the Guarantee and Collateral Agreement; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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 Administrative 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 "**Additional 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 validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) 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 foregoing or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall the term "copyright license" include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "copyright license" shall include all such rights and interests as if such provision had never been in effect.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement 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.

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 to record this IP Security Agreement Supplement.

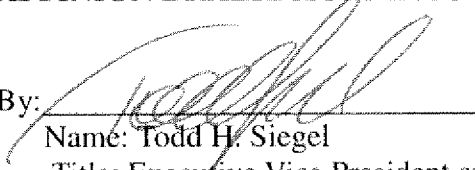
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

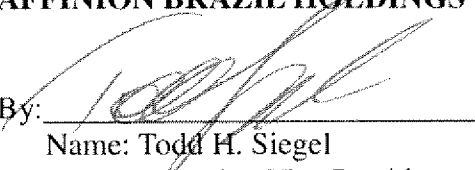
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IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

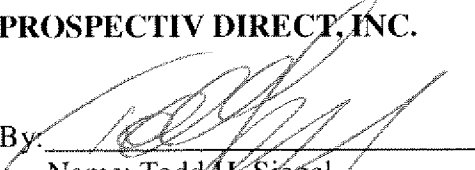
**AFFINION BRAZIL HOLDINGS I, LLC**

By:   
Name: Todd H. Siegel  
Title: Executive Vice President and Chief  
Financial Officer

**AFFINION BRAZIL HOLDINGS II, LLC**

By:   
Name: Todd H. Siegel  
Title: Executive Vice President and Chief  
Financial Officer

**PROSPECTIV DIRECT, INC.**

By:   
Name: Todd H. Siegel  
Title: Executive Vice President

**SCHEDULE A**

**Patents**

None.

## SCHEDULE B

### Trademarks

Mark	Country	Status	Appl. No./Reg. No.	Owner and Ownership History	Maintenance Filings	Class	Description – Goods/Services
EVERSAVE (Stylized) <b>EVERSAVE</b>	United States	Registered	3,685,295	Prospectiv Direct, Inc.	Sections 8 & 15 due between September 22, 2015 and September 22, 2016	IC35	Providing consumer product information via the Internet to assist consumers in saving money and time in purchasing such products and services by providing relevant content and advertising on such products and services.
INSTANTSAVE	United States	Registered	2,862,997	Prospectiv Direct, Inc.	Renewal due July 13, 2014	IC35	Providing product discount information about a wide range of general merchandise and consumer products and services of others by means of a global communications network.
WHERE BRANDS AND WOMEN CLICK	United States	Registered	3,784,471	Prospectiv Direct, Inc.	Sections 8 & 15 due between May 4, 2015 and May 4, 2016	IC35	On-line advertising and marketing services.
WHERE BRANDS AND WOMEN CLICK	United States	Registered	3,784,470	Prospectiv Direct, Inc.	Sections 8 & 15 due between May 4, 2015 and May 4, 2016	IC42	Providing temporary use of on-line non-downloadable software for creating, managing, tracking, and measuring online marketing and advertising campaigns, namely, software designed to assist web site owners in monetizing web traffic by engaging consumers with client marketing campaigns including generating lists of permission-based electronic mail addresses and other customer information, and in



Mark	Country	Status	Appl. No./Reg. No.	Owner and Ownership History	Maintenance Filings	Class	Description – Goods/Services
							creating, scheduling, and distributing customized electronic mail communications, newsletters, announcements, and promotions, and analyzing and reporting of campaign results, and customer and sales data
PROSPECTIV DIRECT <sup>1</sup>	United States	Registered	2,942,899	Prospectiv Direct, Inc.	Sections 8 & 15 due between April 19, 2010 and April 19, 2011	IC35	Providing product discount information about a wide range of general merchandise and consumer products and services of others by means of a global computer network.
PROSPECTIV	United States	Registered	2,846,628	Prospectiv Direct, Inc.	Renewal due May 25, 2014	IC35	Providing product discount information about wide range of general merchandise and consumer products and services of others by means of a global computer network.
SHARE THE SAVE	United States	Registered	3,889,869	Prospectiv Direct, Inc.	Sections 8 & 15 due between December 14, 2015 and December 14, 2016	IC35	Promoting the goods and services of others by providing a website featuring coupons, rebates, price-comparison information, product reviews, links to the retail websites of others, and discount information; Promoting the goods of others, namely, providing coupons, rebates and vouchers for the goods of others; Promoting the goods of others, namely, providing information

<sup>1</sup> Prospectiv Direct, Inc. has a filing due in October 2011 for the mark PROSPECTIV DIRECT, Reg. No. 2,942,899. It has not yet determined whether to make such filing.

Mark	Country	Status	Appl. No./Reg. No.	Owner and Ownership History	Maintenance Filings	Class	Description – Goods/Services
							regarding discounts, coupons, rebates, vouchers and special offers for the goods of others; Promotional services, namely, promoting the goods of others by means of providing online coupons.

**SCHEDULE C**

**Copyrights**

None.