

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thumbprint LTD		07/09/2013	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	777 E. Wisconsin Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3538886	MARKETGATE
Registration Number:	3552062	THUMBPRINT
Registration Number:	3552063	THUMBPRINT
Registration Number:	3640589	MARKETGATE MOBILE
Registration Number:	4161650	THE BASE RATING

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

CH \$140.00 3538886

ATTORNEY DOCKET NUMBER:	40106-30580
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/09/2013
Total Attachments: 4 source=ECRM_ Trademark Security Agreement - Thumbprint (Executed)#page1.tif source=ECRM_ Trademark Security Agreement - Thumbprint (Executed)#page2.tif source=ECRM_ Trademark Security Agreement - Thumbprint (Executed)#page3.tif source=ECRM_ Trademark Security Agreement - Thumbprint (Executed)#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 9, 2013 by and from THUMBPRINT LTD, an Ohio limited liability company (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Efficient Collaborative Retail Marketing Company, LLC (the "Borrower"), ECRM Holdings LLC ("Holdings"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the Borrower, Holdings, the Material Domestic Subsidiaries of the Grantor and Grantee have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing confirming the release of the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date

hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

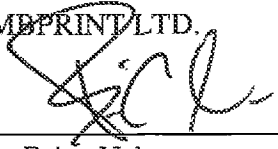
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

THUMBPRINT LTD.

By:  \_\_\_\_\_

Name: Brian Nelson

Title: Chief Financial Officer

*Confirmatory Grant of Security Interest In United States Trademarks*

**TRADEMARK**  
**REEL: 005065 FRAME: 0926**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
MARKETGATE	United States	78/897,734	06/01/2006	3,538,886	11/25/2008
THUMBPRINT	United States	78/897,747	06/01/2006	3,552,062	12/23/2008
THUMBPRINT & DESIGN	United States	78/898,028	06/01/2006	3,552,063	12/23/2008
MARKETGATE MOBILE	United States	77/363,408	01/03/2008	3,640,589	06/16/2009
THE BASE RATING	United States	77/966,785	03/24/2010	4,161,650	06/19/2012