

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
Michael C. Fina Co., Inc.		05/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3467909	GIFTNET	
Registration Number:	3326702	LOVE & TRUST	
Registration Number:	3169749	ONE SOURCE TOTAL RECOGNITION	
Registration Number:	3152041	TOTAL VISION RECOGNITION	
Registration Number:	3028924	MAGIC BOX	
Registration Number:	2956208	DORSET	
Registration Number:	2974573	ANDOVER	
Registration Number:	2849585	LIFESTYLES HORIZON	
Registration Number:	3685798	CONSISTENT APPROPRIATE EFFICIENT	
Registration Number:	3726212	E E EARLY ENGAGEMENT	
Registration Number:	3505194	FINADIRECT	
Registration Number:	3556486	E-SERVICERECOGNITION	
Registration Number:	3546298	LIFESTYLES	
Registration Number:	3677317	E ENGAGE	

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Registration Number:	3504833	SELECTPATH
Registration Number:	2253512	MICHAEL C. FINA
Registration Number:	1728472	MICHAEL C. FINA
Serial Number:	77523670	E ENGAGE
Serial Number:	77437032	SARRASINE
Serial Number:	77497630	
Serial Number:	77497580	SARRASINE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	396219
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/27/2010

Total Attachments: 4
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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **MICHAEL C. FINA CO., INC.**, a Delaware corporation (the "Grantor"), is obligated to **JPMORGAN CHASE BANK, N.A.** (the "Secured Party"), under the Guarantee Agreement, dated as of May 24, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by and among Michael C. Fina Corporate Sales, Inc. (the "Borrower"), the Grantor, the other affiliates of the Borrower from time to time party thereto and the Secured Party. The Grantor is a party to the Security Agreement, dated as of May 24, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Grantor, the other affiliates of the Borrower from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered, or have applications for registration pending, in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

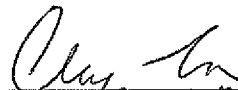
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 270 Park Avenue, New York, New York 10017.

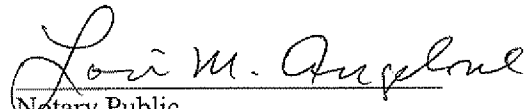
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 24th day of May 2010.

MICHAEL C. FINA CO., INC.

By: 
Name: Ashley Fina
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 24TH day of May in the year 2010 before me, the undersigned, personally appeared ASHLEY FINA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

My Commission Expires:

LORI M. ANGELONE
Notary Public, State of New York
No. 01AN4693738
Qualified in Queens County
Certificate Filed in New York County
Commission Expires January 31, 2011