

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Internet Brands, Inc., a Delaware Corporation	12/17/2010
<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	2325 Lakeview Parkway, Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	6898597
Application Number:	12860886
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	James Murray
Address Line 1:	4400 Easton Commons Way
Address Line 2:	CT Lien Solutions
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Sakina Karkat
<p>Total Attachments: 5          source=Patent-Internet Brands Inc#page2.tif          source=Patent-Internet Brands Inc#page3.tif          source=Patent-Internet Brands Inc#page4.tif          source=Patent-Internet Brands Inc#page5.tif</p>	

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**501392093**

**PATENT**  
**REEL: 025570 FRAME: 0362**



## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of December 17, 2010, among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 17, 2010 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among MICRO HOLDING CORP., a Delaware corporation ("Holdings"), MICRO ACQUISITION CORP., a Delaware corporation (which on the Closing Date was merged with and into INTERNET BRANDS, INC., a Delaware corporation, with INTERNET BRANDS, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this Patent Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Patent Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

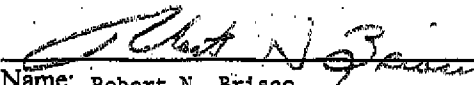
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Patent Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

INTERNET BRANDS, INC.,

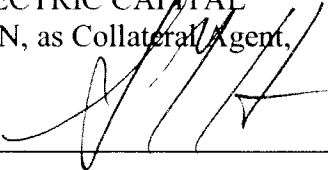
By: \_\_\_\_\_

  
Name: Robert N. Brisco  
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent,

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



Name:

Title:

**Steven J. Heise**  
**Duly Authorized Signatory**

**SCHEDULE A TO THE  
PATENT  
SECURITY AGREEMENT**

**UNITED STATES PATENTS**

<b>Title</b>	<b>Assignee</b>	<b>US Patent No.</b>	<b>Date of Patent/ Filing</b>	<b>Status</b>
Event Log (Company has 10% interest from assignee)	Insweb Corp. - assigned to Inter- net Brands, Inc.	6,898,597	May 24, 2005	Issued
Testing the Validity of Elec- tronic Coupon Codes	Internet Brands	12/860,886	Aug. 21, 2010	Application