

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
NEXTAG, INC.	01/28/2011
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6598026
Patent Number:	7577582
Application Number:	11180403
Application Number:	11203549
Application Number:	11373406
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1111779-2121
NAME OF SUBMITTER:	Frances B. Cutajar

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REEL: 025736 FRAME: 0737

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Patent Security Agreement**"), dated as of January 28, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS** as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), **NEXTAG, INC.**, a Delaware corporation (the "**Company**"), **CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO**, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), with **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of January 28, 2011, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark 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 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 following (the "**Collateral**"):

- (a) all patents and patent applications of such Grantor, including those registered or applied for in the United States and set forth in Schedule A hereto;
- (b) 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;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse 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

(d) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patent Security Agreement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, deceleration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, all Secured Hedging Obligations and all Secured Cash Management Obligations) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security 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 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.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Patent Security Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

NEXTAG, INC., a Delaware corporation

By: 

Name: Brian Regan

Title: Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

By: Evelyn Thierry
Name: Evelyn Thierry
Title: Director

SCHEDULE A

<u>Owner</u>	<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
NexTag	Methods and apparatus for brokering transactions	6,598,026	7/22/2003	09/318520	5/25/1999
NexTag, Inc.	Methods and apparatus for facilitating transactions	7,577,582	8/18/2009	09/493750	1/28/2000
NexTag	System for and method of retrieving dynamic content using a search engine			11/180403	7/12/2005
NexTag	System for and method of increasing returns on investment at a comparison shipping site			11/203549	8/12/2005
NexTag	System for and method of increasing returns on investment at a comparison shipping site			11/373406	3/10/2006