

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>SHOPZILLA, INC.</td><td>06/01/2011</td></tr><tr><td>SHOP HOLDING CORPORATION</td><td>06/01/2011</td></tr></table>		Name	Execution Date	SHOPZILLA, INC.	06/01/2011	SHOP HOLDING CORPORATION	06/01/2011																								
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RECEIVING PARTY DATA																															
<table><tr><td>Name:</td><td>OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent</td></tr><tr><td>Street Address:</td><td>2951 28th Street, Suite 1000</td></tr><tr><td>City:</td><td>Santa Monica</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90405</td></tr></table>		Name:	OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent	Street Address:	2951 28th Street, Suite 1000	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90405																				
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PROPERTY NUMBERS Total: 19																															
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>7672894</td></tr><tr><td>Patent Number:</td><td>6711581</td></tr><tr><td>Patent Number:</td><td>7437312</td></tr><tr><td>Patent Number:</td><td>7013285</td></tr><tr><td>Patent Number:</td><td>6662192</td></tr><tr><td>Patent Number:</td><td>6539392</td></tr><tr><td>Patent Number:</td><td>7765178</td></tr><tr><td>Patent Number:</td><td>7865495</td></tr><tr><td>Application Number:</td><td>09881353</td></tr><tr><td>Application Number:</td><td>11313552</td></tr><tr><td>Application Number:</td><td>12640964</td></tr><tr><td>Application Number:</td><td>12839764</td></tr><tr><td>Application Number:</td><td>60616743</td></tr><tr><td>Application Number:</td><td>12958340</td></tr></table>		Property Type	Number	Patent Number:	7672894	Patent Number:	6711581	Patent Number:	7437312	Patent Number:	7013285	Patent Number:	6662192	Patent Number:	6539392	Patent Number:	7765178	Patent Number:	7865495	Application Number:	09881353	Application Number:	11313552	Application Number:	12640964	Application Number:	12839764	Application Number:	60616743	Application Number:	12958340
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PATENT
REEL: 026377 FRAME: 0180

Application Number:	60616788
Application Number:	12704179
Application Number:	60616744
Application Number:	11245600
Application Number:	60616745

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Nancy Chow

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ATTORNEY DOCKET NUMBER:	73896.00106 (2ND LIEN)
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NAME OF SUBMITTER:	Nancy Chow
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Total Attachments: 7

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PATENT SECURITY AGREEMENT dated as of June 1, 2011 (this "**Agreement**"), among Shopzilla, Inc., a California corporation (the "**Borrower**"), Shop Holding Corporation, a Delaware corporation ("**Holdings**") and the Subsidiaries of Borrower, Holdings, Parent and each other entity from time to time party hereto (together with the Borrower, Holdings and Parent, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, Parent, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Patent Collateral**");

(a) all letter patents, design patents and utility patents, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in each case to the extent owned by Grantors, including registrations and registration applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "**Patents**");

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

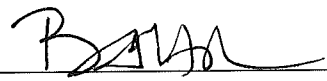
SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Borrower:

SHOPZILLA, INC.

By: 
Name: BLYTHE A. HOLDEN
Title: GENERAL COUNSEL

Holdings:

SHOP HOLDING CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


Borrower:

SHOPZILLA, INC.

By: _____
Name:
Title:

Holdings:

SHOP HOLDING CORPORATION

By: 
Name: John T. Treadwell
Title: President

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: _____

Title: _____

Schedule I

I. Patents

<u>Record Owner</u>	<u>Title</u>	<u>Reg. No. and Issue Date</u>
Shopzilla, Inc.	AUTOMATED BIDDING SYSTEM FOR USE WITH ONLINE AUCTIONS	7672894 3/2/2010
Shopzilla, Inc.	SYSTEM AND METHOD FOR DATA COLLECTION, EVALUATION, INFORMATION GENERATION, AND PRESENTATION	6711581 3/23/2004
Shopzilla, Inc.	METHOD FOR CONTEXT PERSONALIZED WEB BROWSING	7437312 10/14/2008
Shopzilla, Inc.	SYSTEM AND METHOD FOR DATA COLLECTION, EVALUATION, INFORMATION GENERATION, AND PRESENTATION	7013285 3/14/2006
Shopzilla, Inc.	SYSTEM AND METHOD FOR DATA COLLECTION, EVALUATION, INFORMATION GENERATION, AND PRESENTATION	6662192 12/9/2003
Shopzilla, Inc.	SYSTEM AND METHOD FOR DATA COLLECTION, EVALUATION, INFORMATION GENERATION, AND PRESENTATION	6539392 3/25/2003
Shopzilla, Inc.	SEARCH RANKING ESTIMATION	7765178 07/27/10
Shopzilla, Inc.	WORD DELETION FOR SEARCHES	7865495 01/04/2011

II. Patent Applications

<u>Record Owner</u>	<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>
Shopzilla, Inc.	SYSTEMS AND METHODS FOR AUTOMATIC IDENTIFICATION AND HYPERLINKING OF WORDS OR OTHER DATA ITEMS AND FOR INFORMATION RETRIEVAL USING HYPERLINKED WORDS OR DATA ITEMS	09/881,353	6/12/2001
Shopzilla, Inc.	SYSTEMS AND METHODS FOR CONTEXT PERSONALIZED WEB BROWSING BASED ON A BROWSER COMPANION AGENT AND ASSOCIATED SERVICES	11/313,552	12/20/2005
Shopzilla, Inc.	USAGE BASED QUERY RESPONSE	12/640,964	12/17/2009
Shopzilla, Inc.	USAGE BASED QUERY RESPONSE	12/839,764	7/20/2010
Shopzilla, Inc.	IMPROVED WORD DELETION FOR SEARCHES	60/616,743	10/6/2004
Shopzilla, Inc.	WORD DELETION FOR SEARCHES	12/958,340	12/1/2010

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<u>Record Owner</u>	<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>
Shopzilla, Inc.	IMPROVED MEASURE OF PROBABLE RELEVANCE OF CATEGORIES TO QUERIES FOR SEARCHES	60/616,788	10/6/2004
Shopzilla, Inc.	SEARCH RANKING ESTIMATION	12/704,179	2/11/2010
Shopzilla, Inc.	EFFICIENT FEDERATION FOR PARALLEL SEARCHING	60/616,744	10/6/2004
Shopzilla, Inc.	FEDERATION FOR PARALLEL SEARCHING	11/245,600	10/6/2005
Shopzilla, Inc.	SEARCH INDEX KEY RANDOMIZATION	60/616,745	10/6/2004