

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
Local Corporation	04/11/2013
RECEIVING PARTY DATA	
Name:	The Tail Wind Fund Ltd.
Street Address:	c/o CIM Investment Management Ltd.
Internal Address:	8 Waterloo Place, Fourth Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 4BE
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8359049
Patent Number:	8312125
Patent Number:	8306208
Patent Number:	8176082
Patent Number:	7890378
Patent Number:	7715857
Patent Number:	7596218
Application Number:	13250313
Application Number:	13438339
Application Number:	12985277
CORRESPONDENCE DATA	
Fax Number:	3126982433
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-8609

CH \$400.00 8359049

Email: chiuspatent@bakermckenzie.com
Correspondent Name: Susan Vanderwalker - BAKER & McKENZIE
Address Line 1: 300 E. Randolph Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	LOCAL TAILWIND SEC AGRMT
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NAME OF SUBMITTER:	Susan VANDERWALKER
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Signature:	/Susan Vanderwalker/
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Date:	04/12/2013
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 11, 2013 by **LOCAL CORPORATION**, a Delaware corporation ("**Grantor**"), in favor of **THE TAIL WIND FUND LTD.**, as collateral agent ("**Agent**") for the holders of Notes (as defined below).

RECITALS

A. Each of The Tail Wind Fund Ltd. and Wolverine Flagship Fund Trading Limited (collectively, together with their endorsees, transferees and assigns, the "**Lenders**") has agreed to make certain loans to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Convertible Note and Warrant Purchase Agreement by and between Lenders and Grantor dated on or about April 10, 2013 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"), which loans are evidenced by those certain 7% Convertible Notes Due April 11, 2015 (the "**Notes**"); capitalized terms used herein are used as defined in the Loan Agreement or Notes, as applicable.

B. Each Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to the holders of the Notes ("**Holders**") a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Holders, and to Agent as collateral agent of Holders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the Notes issued in connection therewith, and all other agreements entered into in connection therewith, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the Notes and under any other agreement entered into in connection therewith, Grantor hereby grants and pledges to each Holder, and to Agent as collateral agent of Holders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Holders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, Notes and the Guaranty, and those which are now or hereafter available to Holders as a matter of law or equity. Each right, power and remedy of Holders or Agent provided for herein or in the Loan Agreement or any of the Related Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Holders, or Agent on their behalf, of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including any Holder or the Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LOCAL CORPORATION

7555 Irvine Center Drive
Irvine, CA 92618

By: _____

Name: _____

Title: _____

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Methods and systems for enhanced directory assistance using wireless messaging protocols	8359049	1-22-2013
System and method for bulk web domain generation and management	8312125	11-13-2012
Enhanced Directory assistance in a telecommunications network	8306208	11-6-2012
Search engine and indexing techniques	8176082	05-08-2012
System and method for generating a search query using a category menu	7890378	02-15-2011
Methods and systems for enhanced directory assistance using wireless messaging protocols	7715857	05-11-2010
Enhanced directory assistance services in a telecommunications network	7596218	09-29-2009
Browser based composition interface for tags linkable by webpages	13250313	09-30-2011
Search engine and indexing technique	13438339	04-03-2012
Methods and systems for a dynamic networked commerce architecture	12985277	01-05-2011

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Launch by local	85765742	10-29-2012
Spreebird	85261391	03-08-2011
Local.com	4102997	02-21-2012
Local Premium	4080890	01-03-2012
BlueStream	3239912	05-08-2007
In Person	3352489	12-11-2007
InPerson	3239905	05-08-2007
Pay per connect	3105334	06-13-2006
epilot	3049162	01-24-2006
Paid search plus	3023199	12-06-2005
Network Advantage	3023198	12-06-2005
Keyword DNA	3067433	03-14-2006
Octane360	3828216	08-03-2010
Local Promote	3520012	10-21-2008
Local connect	3601313	04-07-2009
Local.com	3500667	09-16-2008
Local.com	3503576	09-23-2008
Rovion	3285441	08-28-2007