

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2763057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONNEXITY, INC.	02/26/2014
SHOP HOLDING CORPORATION	02/26/2014
SHOPZILLA, INC.	02/26/2014
ZAPPLI, INC.	02/26/2014
RECEIVING PARTY DATA	
Name:	OBSIDIAN AGENCY SERVICES, INC.
Street Address:	2951 28TH STREET, SUITE 1000
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90405
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8473477
Patent Number:	8429147
Application Number:	13179645
Application Number:	13940986
Application Number:	13569727
Application Number:	13647555
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	lrizzo@milbank.com
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY LLP
Address Line 1:	601 S. FIGUEROA STREET, 30TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	37773.09000
NAME OF SUBMITTER:	CHRIS L. HOLM
SIGNATURE:	/Chris L. Holm/
DATE SIGNED:	03/11/2014

PATENT

Total Attachments: 5

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AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT**, dated as of February 26, 2014 (this "Amendment"), is delivered pursuant to that certain Patent Security Agreement, dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), among New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **OBSIDIAN AGENCY SERVICES, INC.**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Patent Security Agreement or, if not defined therein, the Credit Agreement (as defined in the Patent Security Agreement).

WHEREAS, (i) the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 2, 2011 at Reel 026377, Frame 0180 (ii) that certain Amendment Number One to the Patent Security Agreement dated as of September 30, 2012, by and among the Grantors listed on the signature pages thereof and Collateral Agent and (iii) that certain Amendment Number Two to the Patent Security Agreement dated as of March 15, 2015, by and among the Grantors listed on the signature pages thereof and Collateral Agent; and

WHEREAS, Grantors and Collateral Agent wish to amend the Patent Security Agreement by joining Connexity, Inc., a Delaware corporation ("New Grantor") and by amending Schedule I to the Patent Security Agreement to add certain Patents to the Patent Collateral, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Patent Security Agreement and a "Grantor" for all purposes under the Patent Security Agreement, as if it had executed the Patent Security Agreement. New Grantor acknowledges that it has received a copy of the Patent Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Patent Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Patent Collateral.

2. Each Grantor and Collateral Agent hereby agree that Schedule I to the Patent Security Agreement is hereby amended by adding the Patent Collateral listed on Schedule I attached hereto (the "Additional Patent Collateral"), which such Additional Patent Collateral shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Patent Collateral identified on Schedule I attached hereto; (c) represents and warrants that the

representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

4. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, WAIVER OF JURY TRIAL AND JURISDICTION SET FORTH IN SECTIONS 9.07, 9.11 AND 9.15, RESPECTIVELY, OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

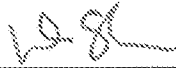
6. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

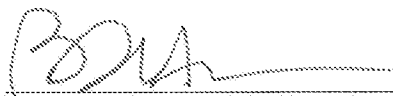
NEW GRANTOR:

CONNEXITY, INC.,
a Delaware corporation

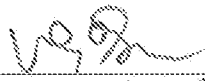
By: 
Name: WILLIAM GLASS
Title: CEO

GRANTORS:

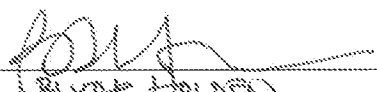
SHOP HOLDING CORPORATION,
a Delaware corporation

By: 
Name: BLYTHE HOLDEN
Title: GEN. COUNSEL

SHOPZILLA, INC.,
a California corporation

By: 
Name: WILLIAM GLASS
Title: CEO

ZAPPLI, INC.,
a Delaware corporation

By: 
Name: BLYTHE HOLDEN
Title: SECRETARY

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

OBSIDIAN AGENCY SERVICES, INC.

By: 

Name: Howard Levkowitz

Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
AMENDMENT NUMBER THREE TO PATENT SECURITY AGREEMENT

Patent Registration/Applications

Title	Application No. and Filing Date	Registration No. and Issue Date	Jurisdiction	Record Owner
SEARCH RANKING ESTIMATION		8,473,477 6/25/2013	U.S.	Shopzilla, Inc.
FEDERATION FOR PARALLEL SEARCHING	13/091,967 4/21/2011	8,429,147 4/23/2013	U.S.	Shopzilla, Inc.
CONTINUATION IN PART OF "NOUN PROJECT"	13/179,645 7/11/2011		U.S.	Shopzilla, Inc.
SYSTEMS AND METHODS FOR UNIVERSAL ONLINE CHECKOUT	13/940,986 7/12/2013		U.S.	Shopzilla, Inc.
GENERATIVE MODEL FOR RELATED SEARCHES AND ADVERTISING KEYBOARDS	13/569,727 8/8/2012		U.S.	Shopzilla, Inc.
BUCKETIZED AUCTION FOR ONLINE OFFERS	13/647,555 10/9/2012		U.S.	Shopzilla, Inc.

Patent License

None.