

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ANSWERS HOLDINGS, INC.	04/14/2017
ANSWERS FINANCE, LLC	04/14/2017
ANSWERS CORPORATION	04/14/2017
EASY2 TECHNOLOGIES, INC.	04/14/2017
FORESEE RESULTS, INC.	04/14/2017
FORESEE SESSION REPLAY, INC.	04/14/2017
RSR ACQUISITION LLC	04/14/2017
WEBCOLLAGE INC.	04/14/2017
MULTIPLY MEDIA, LLC	04/14/2017

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE, 23RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6393443
Patent Number:	6341306
Patent Number:	6519631
Patent Number:	7233940
Patent Number:	6192319
Patent Number:	9418172
Patent Number:	6865593
Patent Number:	7406498
Patent Number:	7680883
PCT Number:	IL2001000337
Application Number:	13746231
Application Number:	13075636

PATENT

Property Type	Number
PCT Number:	US2011041487
Application Number:	14216889

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	04/18/2017

Total Attachments: 39
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

April 14, 2017

among

ANSWERS HOLDINGS, INC.,

ANSWERS FINANCE, LLC,

and

THE SUBSIDIARIES
IDENTIFIED HEREIN,
collectively, the Grantors,

and

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

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Schedules

SCHEDULE I Intellectual Property

Exhibits

EXHIBIT I Form of Short Form Intellectual Property Security Agreement
EXHIBIT II Form of Second Lien Intellectual Property Security Agreement Supplement

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 14, 2017, among ANSWERS FINANCE, LLC (the “**Borrower**”), ANSWERS HOLDINGS, INC. (“**Holdings**”), the other Persons listed on the signature pages hereof (together with the Borrower and Holdings, collectively, the “**Initial Grantors**”), certain subsidiaries of the Borrower from time to time party hereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent for the Secured Parties.

Reference is made to the Second Lien Term Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Term Loan Agreement**”), among the Borrower, Holdings, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and, individually, a “**Lender**”; each as thereafter further defined). The Lenders have severally agreed to make the Loans subject to the terms and conditions set forth in the Second Lien Term Loan Agreement. The obligations of the Lenders to make the Loans are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and each other Grantor are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Second Lien Term Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Second Lien Term Loan Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Term Loan Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Second Lien Term Loan Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**After-Acquired Intellectual Property**” has the meaning assigned to such term in Section 2.04(d).

“**Agreement**” means this Second Lien Intellectual Property Security Agreement.

“**Borrower**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Collateral**” has the meaning assigned to such term in Section 2.01(a).

“**Copyright License**” means any written agreement, now or hereafter in effect, granting any license or similar right to any third party under any Copyright now owned or hereafter acquired by

any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“**Copyrights**” means all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office, including those listed on Schedule I.

“**Grantor**” means, collectively, the Initial Grantors and any Person that executes and delivers an Intellectual Property Security Agreement Supplement pursuant to Section 5.14.

“**Holdings**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Initial Grantors**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Intellectual Property**” means all intellectual property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other proprietary data or information, the intellectual property rights in software and databases and related documentation, and all additions and improvements to any of the foregoing.

“**Lender**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**License**” means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party.

“**New York UCC**” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“**Obligations**” means the “Obligations” as used in and defined under the Second Lien Term Loan Agreement.

“**Patent License**” means any written agreement, now or hereafter in effect, granting to any third party any license or similar right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“**Patents**” means all of the following: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“**Perfection Information**” means the schedules and attachments in the form of Schedule II to the Security Agreement, completed and supplemented as contemplated thereby.

“**Second Lien Intellectual Property Security Agreement Supplement**” means an instrument in the form of Exhibit II hereto.

“**Security Interest**” has the meaning assigned to such term in Section 2.01(a).

“**Second Lien Term Loan Agreement**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Trademark License**” means any written agreement, now or hereafter in effect, granting to any third party any license or similar right to use any Trademark now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“**Trademarks**” means all of the following: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby.

ARTICLE II

SECURITY INTERESTS

SECTION 2.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”):

- i. all Copyrights;
- ii. all Patents;
- iii. all Trademarks;
- iv. all Licenses;
- v. all other Intellectual Property; and

vi. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Collateral Agent's Lien made in the U.S. Patent and Trademark Office, U.S. Copyright Office, or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing or giving rise to a Grantor's right to use such property, or would result in the forfeiture of the Grantors' rights in the property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding, of such Trademark application or any registration that issues therefrom.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (only if such signature cannot reasonably be obtained by the Collateral Agent), and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.02. Representations and Warranties. Each Grantor represents and warrants to the Collateral Agent and the other Secured Parties that:

(a) Schedule I hereto sets forth a list of all registrations and applications for registration of Copyrights, Patents and Trademarks owned as of the date hereof by each Grantor. Except as would not, either individually or in the aggregate, be expected to have a Material Adverse Effect, each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in

accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Information has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date.

(c) The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Collateral Agent correctly based upon the information provided to the Collateral Agent in the Perfection Information for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Information (or specified by notice from the Borrower to the Collateral Agent after the Closing Date in the case of filings, recordings or registrations required by Section 6.12 of the Second Lien Term Loan Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States registrations and applications for Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, re-filing, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(d) Each Grantor represents and warrants that this Agreement once fully executed or a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights, as applicable, has been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions under the Federal intellectual property laws, and no further or subsequent filing, re-filing, recording, rerecording, registration or reregistration is necessary (other than (i) such filings and actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights acquired or developed by any Grantor after the date hereof, (ii) such actions as may be required under the laws of jurisdictions outside the United States with respect to Collateral created under such laws, and (iii) the filing of Uniform Commercial Code financing and continuation statements contemplated in Section 2.02(c)).

(e) The Security Interest constitutes (i) a legal, valid security interest in all the Collateral securing the payment and performance of the Obligations, including the Guaranty, (ii) subject to the filings described in Section 2.02(c), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement (or a fully executed short form agreement in form and substance reasonably satisfactory to the Collateral Agent and the

Borrower) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than (x) any nonconsensual Lien that is permitted pursuant to Section 7.01 of the Second Lien Term Loan Agreement and has priority as a matter of law and (y) any Lien securing First Lien Obligations.

(f) The Collateral, which is owned, in whole or in part by any Grantor, is owned by such Grantor free and clear of any Lien, except for Liens permitted pursuant to Section 7.01 of the Second Lien Term Loan Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens permitted pursuant to Section 7.01 of the Second Lien Term Loan Agreement.

(g) This Agreement has been duly executed and delivered by each Grantor that is party hereto. This Agreement constitutes a legal, valid and binding obligation of such Grantor, enforceable against each Grantor that is party hereto in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding in equity or law).

SECTION 2.03. Covenants.

Each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule I or adding additional schedules hereto to specifically identify any asset or item that may constitute a registration or application for Copyrights, Patents or Trademarks; *provided* that any Grantor shall have the right, exercisable within five Business Days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within ten days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 2.04. Additional Covenants.

(a) Except to the extent failure to act could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, with respect to any registration or pending application of each item of its Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Collateral (or applications therefor) owned by such Grantor in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such

Collateral owned by such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or omit to do any act whereby any Collateral owned by such Grantor may prematurely lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in the case of a trade secret, becomes publicly known).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all reasonable steps to preserve and protect each item of Collateral owned by such Grantor, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks owned by such Grantor, consistent with the quality of the products and services as of the date hereof.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Collateral after the Closing Date (“**After-Acquired Intellectual Property**”) (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Borrower, with respect to issued or registered Patents (or published applications therefor), registered Trademarks (or applications therefor), and registered Copyrights, each Grantor shall sign and deliver to the Collateral Agent an appropriate Second Lien Intellectual Property Security Agreement Supplement with respect to all such Intellectual Property owned by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Second Lien Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Collateral Agent to make any necessary or reasonably desirable recordings with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate.

(f) Notwithstanding anything to the contrary contained herein, nothing in this Agreement prevents any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue, or otherwise allowing to lapse, terminate or be put into the public domain, any of its Collateral to the extent permitted by the Second Lien Term Loan Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

REMEDIES

SECTION 3.01. Remedies Upon Default.

Section 4.01 of the Security Agreement are hereby incorporated by reference into this Intellectual Property Security Agreement mutatis mutandis and shall apply hereto.

SECTION 3.02. Application of Proceeds.

Section 4.02 of the Security Agreement are hereby incorporated by reference into this Intellectual Property Security Agreement mutatis mutandis and shall apply hereto.

SECTION 3.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default, grant to the Collateral Agent an irrevocable (until the termination of the Second Lien Term Loan Agreement) nonexclusive license (exercisable without payment of royalty or other compensation to any such Grantor) to use, license or, solely to the extent necessary to exercise such rights and remedies, sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; *provided, however,* that nothing in this Section 3.03 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted, to the extent permitted by the Second Lien Term Loan Agreement, with respect to such property; *provided, further,* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity and, in all material respects, the aggregate value of such Trademarks. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; *provided* that any permitted license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

[RESERVED]

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Second Lien Term Loan Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower as provided in Section 10.02 of the Second Lien Term Loan Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Collateral Agent, any other Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, any other Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be

permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any other Agent and Lender may have had notice or knowledge of such Default at such time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except in accordance with Section 10.01 of the Second Lien Term Loan Agreement.

SECTION 5.03. Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.04 of the Second Lien Term Loan Agreement.

(b) The parties hereto agree that the Collateral Agent shall be entitled to indemnification as provided in Section 10.05 of the Second Lien Term Loan Agreement. Section 10.05 of the Second Lien Term Loan Agreement is hereby incorporated by reference into this Agreement *mutatis mutandis* and shall apply hereto.

(c) In accordance with the terms of the second sentence of the definition of "Obligations" in the Second Lien Term Loan Agreement, such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within ten Business Days of written demand therefor setting forth such expenses in reasonable detail.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any other Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Second Lien Term Loan Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid and so long as the Commitments have not expired or terminated.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken

together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as permitted by the Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties 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 5.08. Right of Set-Off. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender is authorized at any time and from time to time, without prior notice to any Grantor, any such notice being waived by each Grantor to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time then due and owing by, such Lender to or for the credit or the account of the respective Grantor against any and all Obligations then due and owing to such Lender hereunder, now or hereafter existing, irrespective of whether or not such Lender shall have made demand under this Agreement and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of set-off, (x) all amounts so set off shall be paid over immediately to the Collateral Agent for further application in accordance with the provisions of Section 8.04 of the Second Lien Term Loan Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Collateral Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Collateral Agent a statement describing in reasonable detail the Obligations then due and owing to such Defaulting Lender as to which it exercised such right of set-off. Notwithstanding anything to the contrary contained herein, no Lender shall have a right to set off and apply any deposits held or other Indebtedness owing by such Lender to or for the credit or the account of any Grantor which is not a "United States person" within the meaning of Section 7701(a)(30) of the Code unless such Subsidiary is not a direct or indirect Subsidiary of the Borrower. Each Lender agrees promptly to notify the relevant Grantor and the Collateral Agent after any such set off and application made by such Lender; *provided* that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Collateral Agent, each Lender under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that the Collateral Agent and such Lender may have.

SECTION 5.09. Governing Law; Jurisdiction; Service.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK (PROVIDED THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED HERETO. EACH OF THE PARTIES HERETO AGREES THAT, AFTER ALL APPEALS HAVE BEEN EXHAUSTED, A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) EACH GRANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING TO THE BORROWER (ON BEHALF OF ANY SUCH GRANTOR) AT THE ADDRESS PROVIDED FOR THE BORROWER ON SCHEDULE 10.02 OF THE SECOND LIEN TERM LOAN AGREEMENT. NOTHING IN THIS SECTION LIMITS THE RIGHT OF THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or

enforceability of the Second Lien Term Loan Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Second Lien Term Loan Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 5.13. Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full in cash of all Obligations (other than (x) contingent indemnification obligations and other contingent obligations that are not then due and payable and (y) Obligations consisting of payment obligations that are provided under each Loan Document as surviving the termination of any Loan Document).

(b) Subject to Section 9.11 of the Second Lien Term Loan Agreement and Section 6.13(c) of the Security Agreement, upon (i) any sale or other transfer by any Grantor of any Collateral that is permitted under the Second Lien Term Loan Agreement or any other Loan Document to any Person other than the Borrower or any of its Domestic Subsidiaries, (ii) the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 or Section 10.20(a)(iv) of the Second Lien Term Loan Agreement, or (iii) with respect to any Collateral owned by a Grantor, upon the release of such Grantor from its obligations under the Guaranty pursuant to Section 4.13 of the Guaranty, the security interest of such Grantor in such Collateral shall be automatically released.

(c) Each Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released if such Grantor becomes an Excluded Subsidiary pursuant to, and in accordance with, the terms of the Second Lien Term Loan Agreement.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5.13, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Collateral Agent.

SECTION 5.14. Additional Grantors. Any Person required to become party to this Agreement pursuant to Section 6.10 of the Second Lien Term Loan Agreement may do so by executing and delivering a Second Lien Intellectual Property Security Agreement Supplement and such Person shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 5.15. General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as

its agent hereunder and under such other Collateral Documents, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

SECTION 5.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable (until the termination of the Second Lien Term Loan Agreement) and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact or any material breach of any Loan Document by any of the foregoing.

SECTION 5.17. Intercreditor Agreement. Notwithstanding any provision contained herein, (i) this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the Intercreditor Agreement and (ii) in the event of a conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern and control.

SECTION 5.18. Second Lien Term Loan Agreement. In the event of conflict between this Agreement and the Second Lien Term Loan Agreement, the provisions of the Second Lien Term Loan Agreement shall govern and control.

[Remainder of Page Intentionally Blank]

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

ANSWERS HOLDINGS, INC.,
as Holdings

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

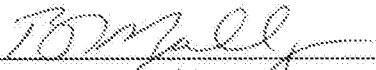
ANSWERS FINANCE, LLC,
as the Borrower

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

ANSWERS CORPORATION

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

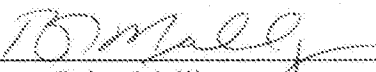
EASY2 TECHNOLOGIES, INC.

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

FORESEE RESULTS, INC.

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

FORESEE SESSION REPLAY, INC.

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

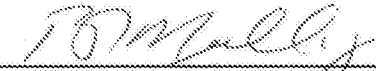
RSR ACQUISITION LLC

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer


WEBCOLLAGE INC.

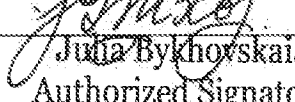
By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

MULTIPLY MEDIA, LLC

By: 
Name: Brian Mulligan
Title: Acting Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

By: 
Name: Julia Bykhovskaia
Title: Authorized Signatory

SCHEDULE I
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Patents and Patent Applications

Issued Patents:

Owner	Jurisdiction	Patent No.	Date Granted/ Issued	Title
Answers Corporation	U.S.	6,393,443	May 21, 2002	Method for providing computerized word-based referencing
Answers Corporation	U.S.	6,341,306	January 22, 2002	Web-based information retrieval responsive to displayed word identified by a text-grabbing algorithm
Answers Corporation	U.S.	6,519,631	February 11, 2003	Web-Based Information Retrieval covering the process of alt-click, disambiguating the term based on 'context indicators' and receiving data from a server relating to the meaning of the term designated
Answers Corporation	U.S.	7,233,940	June 19, 2007	System For Processing At Least Partially Structured Data
Answers Corporation	Israel	121457	June 1, 2004	Method for providing computerized word-based referencing. Title of invention: Computerized Dictionary and Thesaurus Applications
ForeSee Results, Inc.	U.S.	6,192,319	February 20, 2001	Statistical impact analysis computer system
ForeSee Results, Inc.	U.S.	9,418,172	August 16, 2016	Systems and Methods for Remote Tracking and Replay of User Interaction with a Webpage
WebCollage Inc.	U.S.	6,865,593	March 8, 2005	Dynamic Integration of Web Sites
WebCollage Inc.	U.S.	7,406,498	July 29, 2008	Dynamic Integration of Web Sites
WebCollage Inc.	U.S.	7,680,883	March 16, 2010	Dynamic Integration of Web Sites
WebCollage Inc.	Patent Cooperation Treaty (PCT)	IL01/00337	April 11, 2001	Dynamic Integration of Web Sites
ForeSee Results, Inc.	EP France	EP2650790	September 16, 2015	Method and medium for remote tracking of user interaction with a webpage

Owner	Jurisdiction	Patent No.	Date Granted/ Issued	Title
ForeSee Results, Inc.	EP Germany	EP2650790	September 16, 2015	Method and medium for remote tracking of user interaction with a webpage
ForeSee Results, Inc.	EP Great Britain	EP2650790	September 16, 2015	Method and medium for remote tracking of user interaction with a webpage
ForeSee Results, Inc.	EP Italy	EP2650790	September 16, 2015	Method and medium for remote tracking of user interaction with a webpage
ForeSee Results, Inc.	EP Spain	EP2650790	September 16, 2015	Method and medium for remote tracking of user interaction with a webpage

Patent Applications:

Owner	Jurisdiction	Application Number	Filing Date	Title
ForeSee Results, Inc.	U.S.	13/746,231	January 21, 2013	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	U.S.	13/075,636	March 30, 2011	SYSTEMS AND METHODS FOR REMOTE REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	GB	1105539.9	April 1, 2011	SYSTEMS AND METHODS FOR REMOTE REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	IL	212083	April 3, 2011	SYSTEMS AND METHODS FOR REMOTE REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	IL	208705	October 14, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	EP	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results,	HK	11109602.8	September 9,	SYSTEMS AND METHODS

Owner	Jurisdiction	Application Number	Filing Date	Title
Inc.			2011	FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	PCT	PCT/US2011/0414.87	June 22, 2011	SYSTEMS AND METHODS FOR IMPACT ANALYSIS IN A COMPUTER NETWORK
ForeSee Results, Inc.	UK	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	SE	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	ES	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	NO	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	NL	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	IT	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	DE	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	FR	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE

Owner	Jurisdiction	Application Number	Filing Date	Title
ForeSee Results, Inc.	DK	9747080.1	November 10, 2010	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	EP	13003350.9	July 2, 2013	SYSTEMS AND METHODS FOR REMOTE TRACKING AND REPLAY OF USER INTERACTION WITH A WEBPAGE
ForeSee Results, Inc.	U.S.	14/216889	17-Mar-2014	System and Method for Capturing Interaction Data Relating to a Host Application
ForeSee Results, Inc.	Israel	244271	10-Apr-2009	Systems and methods for remote tracking and replay of user interaction with a webpage
WebCollage Inc.	EP	01923935.9	11-Apr-2001	Dynamic integration of web sites

Trademarks and Trademark Applications

Trademark Registrations:

Registered Owner	Jurisdiction	Trademark Description	Registration Number	Registration Date
Answers Corporation	U.S.	SHOPPER RATINGS	4701584	March 10, 2015
Answers Corporation	U.S.	SHOPPER ANSWERS	4813627	September 15, 2015
Answers Corporation	U.S.	ANSWERS.COM	3862166	October 12, 2010
Answers Corporation	U.S.	WIKIANSWERS	3653026	July 14, 2009
Answers Corporation	U.S.	BLUFR (Classes 41)	4168600	July 3, 2012
Answers Corporation	U.S.	“STARBURST A” LOGO (US Classes 100, 101, 107)	4234509	October 30, 2012
Answers Corporation	Israel	ANSWERS.COM (Class 42)	181721	March 8, 2007
Answers Corporation	Israel	ANSWERS.COM (Class 41)	181720	March 9, 2007
Answers Corporation	Israel	ANSWERS.COM (Class 35)	181719	March 8, 2007
Answers Corporation	Israel	ANSWERS.COM (Class 16)	181718	March 9, 2007
Answers Corporation	Israel	ANSWERS.COM (Class 9)	181717	March 8, 2007
Answers Corporation	Israel	ANSWERS.COM (Class 45)	192455	August 6, 2008
Answers Corporation	European Community	WIKIANSWERS	007579841	January 8, 2010
Answers Corporation	European Community	ANSWERS.COM	004795712	March 25, 2008
RSR Acquisition, LLC	U.S.	CUSTOMERS LOVE US RESELLERRATINGS.COM	4348939	June 11, 2013
RSR Acquisition, LLC	U.S.	RESELLERRATINGS.COM	3630849	June 2, 2009
RSR Acquisition, LLC	U.S.	RESELLER RATINGS	3756894	March 9, 2010
RSR Acquisition, LLC	U.S.	BEEN THERE, BOUGHT THAT	3954971	May 3, 2011
WebCollage Inc.	U.S.	WEBCOLLAGE	3792350	May 25, 2010
WebCollage Inc.	European Community	WEBCOLLAGE	1928787	February 4, 2003
ForeSee Results, Inc.	U.S.	True Conversion	4039395	October 11, 2011
ForeSee Results, Inc.	Canada	ForeSee Results	784238	December 6, 2010
ForeSee Results, Inc.	U.S.	FORESEE	3797132	June 1, 2010
ForeSee Results, Inc.	U.S.	FORESEE	4400148	September 10, 2013
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 9)	840.034.580	September 8, 2009
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 35)	840.034.571	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 42)	840.034.563	February 24, 2012

Trademark Applications:

Registered Owner	Jurisdiction	Trademark Description	Application Number	Filing Date
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 9)	840.034.580	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 35)	840.034.571	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 42)	840.034.563	February 24, 2012
Multiply Media, LLC	U.S.	MULTIPLY	87/176551	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176553	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176556	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176558	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176539	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176542	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176545	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176548	September 20, 2016
Multiply Media, LLC	U.S.	MULTIPLY	87/176549	September 20, 2016

Copyright Registrations

Registered Owner	Jurisdiction	Copyright Title	Application Number	Filing Date
ForeSee Results, Inc.	U.S.	Innovating Analytics by Larry Freed (9781118779484) H.	TX0007816928	September 25, 2013

EXHIBIT I
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Short Form IP Security Agreement**”), dated as of [___], 2017 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Term Loan Agreement and the Second Lien Intellectual Property Security Agreement referred to therein.

WHEREAS, ANSWERS FINANCE, LLC (the “**Borrower**”; as further defined in the Second Lien Term Loan Agreement), ANSWERS HOLDINGS, INC., a corporation organized under the laws of Delaware (“**Holdings**”), each Lender from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the Second Lien Term Loan Agreement, dated as of April 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Term Loan Agreement**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Second Lien Term Loan Agreement, the Grantors have entered into the Second Lien Intellectual Property Security Agreement, dated as of April 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Second Lien Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable 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 Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright 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 ratable 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) the United States Patents (as defined in the Second Lien Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Second Lien Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Second Lien Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Short Form IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP 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 Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Intellectual Property 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 Second Lien Intellectual Property 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 Short Form IP Security Agreement and the terms of the Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 5.09 and 5.10 of the Second Lien Intellectual Property Security Agreement are hereby incorporated by reference into this Short Form IP Security Agreement *mutatis mutandis* and shall apply hereto.

SECTION 7. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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. Intercreditor Agreement. Notwithstanding any provision contained herein, (i) this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the Intercreditor Agreement and (ii) in the event of a conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

[_____] ,
as Grantor

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name:
Title:

SCHEDULE A

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

SCHEDULE B

United States Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Patent No. or Application No.

SCHEDULE C

United States Copyright Registrations

Registered owner/ Grantor	Title of Work	Country	Patent No. or Application No.

EXHIBIT II
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT SUPPLEMENT

SUPPLEMENT NO. [] (this “**Supplement**”) dated as of [], to the Second Lien Intellectual Property Security Agreement, dated as of April 14, 2017, among ANSWERS FINANCE, LLC (the “**Borrower**”), ANSWERS HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

A. Reference is made to the Second Lien Term Loan Agreement, dated as of April 14, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Term Loan Agreement**”), among the Borrower, Holdings, each Lender from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and the other parties thereto, pursuant to which the Lenders have severally agreed to make the Loans upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Term Loan Agreement and the Second Lien Intellectual Property Security Agreement referred to therein.

C. In connection with the Second Lien Term Loan Agreement, the Borrower, Holdings and the other Grantors have entered into the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans. Section 5.14 of the Second Lien Intellectual Property Security Agreement provides that additional Persons may become Grantors under the Second Lien Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Material Subsidiary (the “**New Grantor**”) is executing this Supplement in accordance with the requirements of the Second Lien Term Loan Agreement to become a Grantor under the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Second Lien Term Loan Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Second Lien Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Second Lien Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Second Lien Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor’s right, title and interest in and to the Collateral (as defined in the Second Lien Intellectual Property Security Agreement) of the New Grantor. Each reference to a “**Grantor**” in the Second Lien Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Second Lien Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and by general principles of equity. (whether considered in a proceeding in equity or law).

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

- (a) the Patents (as defined in the Second Lien Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Second Lien Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule I hereto; and
- (c) the registrations of Copyrights (as defined in the Second Lien Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule I hereto.

SECTION 6. The grant of a security interest in the Collateral by the Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Second Lien Intellectual Property Security Agreement. The New 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 Second Lien Intellectual Property 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 Supplement and the terms of the Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 8. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Second Lien Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. SECTIONS 5.09 AND 5.10 OF THE SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THIS SUPPLEMENT *MUTATIS MUTANDIS* AND SHALL APPLY HERETO.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Second Lien Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Second Lien Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Second Lien Intellectual Property Security Agreement as of the day and year first written above.

[NAME OF NEW GRANTOR]

By: _____
Name:
Title:

Jurisdiction of Formation:
Address Of Chief Executive Office:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. [] TO THE
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Patent No. or Application No.

Copyrights and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Patent No. or Application No.