

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetQuote Inc.		07/13/2010	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as collateral agent
Street Address:	246 Goose Lane
Internal Address:	Suite 105, Attn.: Joseph O'Donnell
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3753807	AUTOINSURANCEQUOTES.COM SHOP SMART & SAVE.
Registration Number:	3484438	NETQUOTE
Registration Number:	2194532	AUTO INSURANCE SHOPPER
Registration Number:	2301426	INSURANCE SHOPPER
Registration Number:	2786610	INSURANCE4USA.COM
Registration Number:	2638123	MOSTCHOICE
Registration Number:	2247258	NETQUOTE
Registration Number:	3089892	NETQUOTE
Registration Number:	2846039	NETQUOTE LEADS FROM THE NET
Registration Number:	3464014	NQ
Registration Number:	1984758	INSURANCE SHOPPER SERVICES

CORRESPONDENCE DATA

Fax Number: (212)354-8113

900166936

**TRADEMARK
 REEL: 004242 FRAME: 0199**

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

Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	NETQUOTEWILMINGTON
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	07/14/2010

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 13, 2010, is made by NetQuote Inc., a Colorado corporation, located at 1860 Blake Street, Suite 900, Denver, CO 80202 (the "Grantor"), in favor of Wilmington Trust FSB, a federal savings bank located at 246 Goose Lane, Suite 105 Guilford, CT 06437, Attention: Joseph O'Donnell, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, Holdings, the Borrower and certain subsidiaries of the Borrower have entered into the Indenture dated as of July 13, 2010 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Indenture") with Wilmington Trust FSB, as Trustee;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Security Agreement, dated as of July 13, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor collaterally granted to the Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in the Intellectual Property, including, without limitation, the Trademarks, Patents, and Copyrights of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally grants to the Agent (for the benefit of the Secured Parties) a security interest in (a) all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto), (b) all goodwill of the business associated with the Trademarks, and (c) all rights to sue at law or in equity for any infringement other violation or impairment thereof arising prior to or after the date hereof (collectively, the "Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

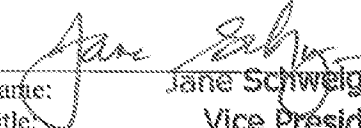
NETQUOTE INC.

By: 
Name: Chris Power
Title: Chief Financial Officer
Date: July 13, 2010

*Grant of Security Interest in
Trademark Rights*

**TRADEMARK
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WILMINGTON TRUST FSB,
as Collateral Agent for the Secured Parties

By: 
Name: Jane Schweiger
Title: Vice President
Date: July 13, 2010

*Grant of Security Interest in
Trademark Rights*

**TRADEMARK
REEL: 004242 FRAME: 0204**

Schedule A

U.S. Trademark Registrations

Mark	Country	Status	Reg. No./ Date	Owner
AUTOINSURANCEQUOTES.COM SHOP SMART & SAVE	US Federal	Registered	3753807 3/ 2/2010	NetQuote Inc.
NETQUOTE (Stylized Q)	US Federal	Registered	3484438 8/12/ 2008	NetQuote Inc.
AUTO INSURANCE SHOPPER	US Federal	Registered	2194532 10/13/1998	NetQuote Inc.
INSURANCE SHOPPER	US Federal	Registered	2301426 12/21/1999	NetQuote Inc.
INSURANCE4USA.COM	US Federal	Registered	2786610 11/25/2003	NetQuote Inc.
MOSTCHOICE	US Federal	Registered	2638123 10/22/2002	NetQuote Inc.
NETQUOTE	US Federal	Registered	2247258 5/25/1999	NetQuote Inc.
NETQUOTE (and design)	US Federal	Registered	3089892 5/09/2006	NetQuote Inc.
NETQUOTE LEADS FROM THE NET	US Federal	Registered	2846039 5/25/2004	NetQuote Inc.
NQ (and design)	US Federal	Registered	3464014 7/8/2008	NetQuote Inc.
INSURANCE SHOPPER SERVICES	US Federal	Registered	1984758 7/2/1996	NetQuote Inc.

Applications for U.S. Trademark Registrations

None.