

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHALE SHARK MEDIA, INC.	FORMERLY Smallponds, Inc.	04/28/2010	CORPORATION: DELAWARE
CSB ACQUISITION CO., LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
SPECTRAWIDE ACQUISITION CO., LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
SPECTRAWIDE, INC.		04/28/2010	CORPORATION: TEXAS
CLTD ACQUISITION CO., LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
SMALLPONDS, LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
DEALS.COM, LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	m/c 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3104032	CHEAP STINGY BASTARD
Registration Number:	3634494	CHEAPSTINGYBARGAINS.COM
Registration Number:	3039689	DEALS 2 BUY
Registration Number:	3039690	DEALS2BUY
Registration Number:	3242261	CARDS2APPLY

CH \$190.00 3104032

Registration Number:	3491396	COUPONSEVEN
Registration Number:	3491398	SKINDEALS

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1407 WHALE SHARK
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/05/2010

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2010 by and between **COMERICA BANK** ("Bank") and **WHALE SHARK MEDIA, INC.**, a Delaware corporation formerly known as Smallponds, Inc., **CSB ACQUISITION CO., LLC**, a Delaware limited liability company, **SPECTRAWIDE ACQUISITION CO., LLC**, a Delaware limited liability company, **SPECTRAWIDE, INC.**, a Texas corporation, **CLTD ACQUISITION CO., LLC**, a Delaware limited liability company, **SMALLPONDS, LLC**, a Delaware limited liability company, and **DEALS.COM, LLC**, a Delaware limited liability company (each a "Grantor" and collectively, "Grantors").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

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

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

Address of each Grantor:

515 South Congress, Suite 700

Austin, TX 78704

Attn: Cotter Cunningham, CEO

WHALE SHARK MEDIA, INC.

By: *Cotter Cunningham*

Title: CFO

CSB ACQUISITION CO., LLC

By: Whale Shark Media, Inc., its Sole Member

By: *Cotter Cunningham*

Title: CFO

SPECTRAWIDE ACQUISITION CO., LLC

By: Whale Shark Media, Inc., its Sole Member

By: *Cotter Cunningham*

Title: CFO

SPECTRAWIDE, INC.

By: *Cotter Cunningham*

Title: CFO

CTLD ACQUISITION CO., LLC

By: Whale Shark Media, Inc., its Sole Member

By: *Cotter Cunningham*

Title: CFO

SMALLPONDS, LLC

By: Whale Shark Media, Inc., its Sole Member

By: *Cotter Cunningham*

Title: CFO

DEALS.COM, LLC

By: Whale Shark Media, Inc., its Sole Member

By: *Cotter Cunningham*

Title: CFO

Address of Bank:

m/c 7512

39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: Stephen P. Bitter

Title: Vice President

EXHIBIT A

Copyrights

Owned by Whale Shark Media, Inc.

None.

Owned by CSB Acquisition Co., LLC

None.

Owned by Spectrawide Acquisition Co., LLC

None.

Owned by Spectrawide, Inc.

None.

Owned by CLTD Acquisition Co. LLC

None.

Owned by Smallponds, LLC

None.

Owned by Deals.com, LLC

None.

EXHIBIT B

Patents

Owned by Whale Shark Media, Inc.

None.

Owned by CSB Acquisition Co., LLC

None.

Owned by Spectrawide Acquisition Co., LLC

None.

Owned by Spectrawide, Inc.

None.

Owned by CLTD Acquisition Co. LLC

None.

Owned by Smallponds, LLC

None.

Owned by Deals.com, LLC

None.

EXHIBIT C

Trademarks

Owned by Whale Shark Media, Inc.

None.

Owned by CSB Acquisition Co., LLC

DESCRIPTION	Serial / Registration Number	File / Registration Date	Country
CHEAPSTINGYBASTARDS	3,104,032	06/13/06	US
CHEAPSTINGYBARGAINS.COM	3,634,494	06/09/09	US

Owned by Spectrawide Acquisition Co., LLC

None.

Owned by Spectrawide, Inc.

DESCRIPTION	Serial / Registration Number	File / Registration Date	Country
DEALS2BUY	3,039,689	01/10/06	US
DEALS2BUY	3,039,690	01/10/06	US
DEALS2BUY	951260	01/07/08	Japan
DEALS2BUY	TMA705,015	01/18/08	Canada
DEALS2BUY	1358823	05/24/05	India
CARDS2APPLY	3,242,261	05/15/07	US

Owned by CLTD Acquisition Co. LLC

DESCRIPTION	Serial / Registration Number	File / Registration Date	Country
COUPONSEVEN	3,491,396	08/26/08	US
SKINDEALS	3,491,398	08/26/08	US

Owned by Smallponds, LLC

None.

Owned by Deals.com, LLC

None.

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