

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXTAG, INC.		01/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3011487	CALIBEX
Registration Number:	3846741	COLLEGEDEGREENETWORK
Registration Number:	3134375	COMPARADISE
Registration Number:	3083992	HOMELOANOFFER
Registration Number:	2820935	NEXTAG
Registration Number:	3102471	TECHPRICESONLINE
Registration Number:	2828699	THE SEARCH ENGINE FOR SHOPPERS
Serial Number:	85153092	LOVE THE WAY YOU LOOK
Serial Number:	85153081	LOVE THE WAY YOU SHOP
Serial Number:	85123075	SHOPPING WIZARD

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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900183032

**TRADEMARK
 REEL: 004466 FRAME: 0671**

OP \$265.00 3011487

Email: fcutajar@whitecase.com
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Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2121
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	02/03/2011
Total Attachments: 5 source=NexTagTMSecurityAgreementToDBTCoAmJan11#page1.tif source=NexTagTMSecurityAgreementToDBTCoAmJan11#page2.tif source=NexTagTMSecurityAgreementToDBTCoAmJan11#page3.tif source=NexTagTMSecurityAgreementToDBTCoAmJan11#page4.tif source=NexTagTMSecurityAgreementToDBTCoAmJan11#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “**Trademark Security Agreement**”), dated as of January 28, 2011, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS** as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), **NEXTAG, INC.**, a Delaware corporation (the “**Company**”), **CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO**, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), with **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of January 28, 2011, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the 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 Trademark Security Agreement for recording with the U.S. Patent and Trademark 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 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) all trademark and service mark registrations and applications of such Grantor, including those registered or applied for in the United States and set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, deceleration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, all Secured Hedging Obligations and all Secured Cash Management Obligations) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement has been entered into in conjunction with the provisions of the 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

By: Evelyn Thierry
Name: Evelyn Thierry
Title: Director

SCHEDULE A

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
NexTag, Inc.	CALIBEX	3011487	11/1/2005	78487235	9/21/2004
NexTag, Inc.	COLLEGEDEGREENETWORK	3846741	9/7/2010	77822900	9/9/2009
NexTag, Inc.	COMPARADISE	3134375	8/22/2006	78619357	4/28/2005
NexTag, Inc.	HOMELOANOFFER	3083992	4/18/2006	78624813	5/6/2005
NexTag, Inc.	NEXTAG	2820935	3/9/2004	76493128	2/20/2003
NexTag, Inc.	TECHPRICESONLINE	3102471	6/6/2006	78681942	7/29/2005
NexTag, Inc.	THE SEARCH ENGINE FOR SHOPPERS	2828699	3/30/2004	76502082	3/21/2003
NexTag, Inc.	CALIBEX	TK05101703 New Mexico state mark	10/17/2005	N/A	N/A
NexTag, Inc.	CALIBEX	N/A Wisconsin state mark	12/15/2004	N/A	N/A
NexTag, Inc.	HOMELOANOFFER	TK05110801 New Mexico state mark	11/8/2005	N/A	N/A
NexTag, Inc.	HOMELOANOFFER.COM	N/A Wisconsin state mark	6/29/2005	N/A	N/A
NexTag, Inc.	LOVE THE WAY YOU LOOK			85153092	10/14/2010
NexTag, Inc.	LOVE THE WAY YOU SHOP			85153081	10/14/2010
NexTag, Inc.	SHOPPING WIZARD			85123075	9/3/2010