

## 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
Web Deals Interactive LLC	FORMERLY Drop Down Deals LLC	03/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10421 Wateridge Circle, Suite 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85558764	TIME IS MONEY. WE SAVE YOU BOTH.	
Serial Number:	85341699	DROP DOWN DEALS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	363363-25		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$65.00 85558764

Date:

08/22/2013

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "IP Security Agreement") is entered into as of March 9, 2011, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and DROP DOWN DEALS LLC, a Delaware limited liability company ("Grantor").

### RECITALS

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

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 Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security.

(a) To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (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.

(b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit 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 in the Credit 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 IP Security Agreement, the Credit 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.

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

2. Miscellaneous.

(a) This IP 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.

(b) This IP Security Agreement shall be deemed to have been executed and delivered within the State of California and the laws of such State (irrespective of its choice of law principles) shall govern the validity of this IP Security Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this IP Security Agreement.

(c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.

(d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

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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.

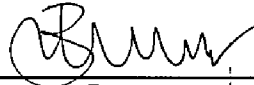
Address of Grantor:

2701 Loker Avenue West, Suite 200  
Carlsbad, CA 92010

Attn: Chief Financial Officer

GRANTOR:

DROP DOWN DEALS LLC



Name: Brad Miller

Title: CFO

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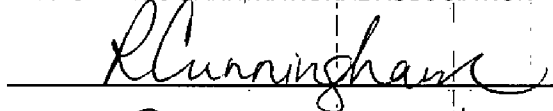
Address of Bank:

10421 Wateridge Circle, Suite 150  
San Diego, CA 92121

Attn: Raquel Cunningham, Vice President,  
Relationship Manager

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION



Name: Raquel Cunningham

Title: VP

ORIGINAL

[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Time is money. We save you both DROP DOWN DEALS	85558764 85341699	3/2/12 6/8/11



COPY

**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is entered into as of April 24, 2011, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and WEB DEALS INTERACTIVE LLC (formerly known as DROP DOWN DEALS LLC), a Delaware limited liability company ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of March 9, 2011, as amended from time to time (the "Agreement"). Grantor and Bank desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Agreement to "DROP DOWN DEALS LLC" shall hereafter mean "WEB DEALS INTERACTIVE LLC (formerly known as DROP DOWN DEALS LLC)".

2. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Grantor of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

4. Grantor represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default under that certain Credit Agreement dated as of March 9, 2011 by and between, inter alia, Bank and Grantor, as amended from time to time, including by that certain First Amendment to Credit Agreement dated as of even date herewith, has occurred and is continuing.


5. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank: this Amendment, duly executed by each Debtor.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

WEB DEALS INTERACTIVE LLC (formerly known as DROP DOWN DEALS LLC)

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: BRAD MILLER  
Title: CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Signature Page to First Amendment to Intellectual Property Security Agreement]**

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

WEB DEALS INTERACTIVE LLC (formerly known as DROP DOWN DEALS LLC)

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: /s/ Raquel Cunningham  
Name: Raquel Cunningham  
Title: VP

***[Signature Page to First Amendment to Intellectual Property Security Agreement]***

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**RECORDED: 08/22/2013**

**TRADEMARK  
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