

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNEXITY, INC.		02/13/2015	CORPORATION: CALIFORNIA
BECOME, INC.		02/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC CREDIT PARTNERS III, L.P., as Agent		
Street Address:	Cira Centre		
Internal Address:	2929 Arch Street, Suite 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2882957	HITWISE	
Registration Number:	3094227	SEARCH INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.073		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	12/16/2015		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of February 13, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and LBC CREDIT PARTNERS III, L.P., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, the lenders parties thereto (the "Lenders") and Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent and its Affiliates, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which such Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

CONNEXITY, INC.

By: WFG
Name: William G Glass
Title: President and CEO

BECOME, INC.

By: WFG
Name: William G Glass
Title: President and CEO

ACKNOWLEDGED AND AGREED:

LBC CREDIT PARTNERS III, L.P.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

CONNEXITY, INC.


By: _____
Name: _____
Title: _____

BECOME, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

LBC CREDIT PARTNERS III, L.P.

By:  _____
Name: David E. Frainow
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Owner of Record	Mark	Serial No. / Date	Reg. No. / Date
Connexity, Inc.	AISLE A	85675582 20120712	4304798 20130319
Connexity, Inc.	AISLE A (TRIANGLE LOGO)	85729834 20120914	4305357 20130319
Connexity, Inc.	AISLE A (WORD w/ LOGO)	85729820 20120914	4305356 20130319 20130319
Connexity, Inc.	AUDIENCE DISCOVERY	85371707 20110714	4177274 20120717
Connexity, Inc.	BE SO	77786426 20090721	3894815 20101221
Connexity, Inc.	BESO	77786431 20090721	3894816 20101221
Connexity, Inc.	BESO (stylized)	77925261 20100201	3896354 20101228
Connexity, Inc.	BESO SHOP IT ALL	77786436 20090721	3894817 20101221
Connexity, Inc.	BESO SHOP IT ALL (Stylized)	77786444 20090721	3894818 20101221
Connexity, Inc.	BIZRATE	75197079 19961011	2109142 19971028
Connexity, Inc.	BIZRATE - Flag Logo only	77876868 20091119	3926645 20110301
Connexity, Inc.	BIZRATE with Flag logo	77876867 20091119	3926644 20110301
Connexity, Inc.	BIZRATE.COM	76034132 20000425	2503740 20011106
Connexity, Inc.	BIZRATE CIRCLE OF EXCELLENCE	85205059 20101223	4018652 20110830

Owner of Record	Mark	Serial No. / Date	Reg. No. / Date
Connexity, Inc.	(Certification Mark)	77283268 20070919	3470894 20080722
Connexity, Inc.	CONNEXITY	85026796 20100429	4051578 20111108
Connexity, Inc.	DISCOVERY MADE SIMPLE	77127122 20070309	3489481 20080819
Connexity, Inc.	FLAME (Logo)	77285736 20070921	3466274 20080715
Connexity, Inc.	INSTABUY	85417680 20110908	4251137 20121127
Connexity, Inc.	LOW PRICE SHOPPER	77406288 20080226	3687687 20090922
Connexity, Inc.	POWERED BY INTENT	85729809 20120914	4305355 20130319
Connexity, Inc.	POWERED BY SHOPPING	86414164 20141003	
Connexity, Inc.	RETREVO	78944123 20060803	3255925 20070626
Connexity, Inc.	SHOPPING CART WITH FLAME (LOGO)	78490931 20040928	3020506 20051129
Connexity, Inc.	SHOPZILLA	78544097 20050107	3119435 20060725
Connexity, Inc.	TADA - US	85098015 20100802	4071477 20111213
Connexity, Inc.	TADA (Logo)	85156219 20101019	3996654 20110719
Become, Inc.	BECOME	78511297 20041104	3220597 20070320
Become, Inc.	AIR	78595301 20050325	3175307 20061121
Connexity, Inc.	HITWISE	2882957	2882957 9/7/2004
Connexity, Inc.	SEARCH INTELLIGENCE	7874037	3094227 5/1/2005
Connexity, Inc.	AudienceView	79174283	N/A