

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OpenMail LLC		05/22/2017	Limited Liability Company: DELAWARE
Dotzup Holdings LLC		05/22/2017	Limited Liability Company: DELAWARE
Infospace Holdings LLC		05/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	6801 Colwell Blvd., 2nd Floor
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4717828	OPENMAIL
Registration Number:	3879959	DOGPILE
Registration Number:	3983155	STUFF YOU SHOULD KNOW
Registration Number:	3877680	GETSTUFF
Registration Number:	3811398	HOWSTUFFWORKS
Registration Number:	3706161	HOWSTUFFWORKS
Registration Number:	3706162	HOWSTUFFWORKS
Registration Number:	3483654	HOWSTUFFWORKS
Registration Number:	3398322	
Registration Number:	3491517	HOWSTUFFWORKS
Registration Number:	3491518	HOWSTUFFWORKS
Registration Number:	3498066	
Registration Number:	3483619	BRAINSTUFF
Registration Number:	3456969	METACRAWLER
Registration Number:	3497997	WEBCRAWLER

CH \$765.00 4717828

Property Type	Number	Word Mark
Registration Number:	3373136	ZOO
Registration Number:	2980912	HOW STUFF WORKS
Registration Number:	2906684	ARFIE
Registration Number:	2872006	INFOSPACE
Registration Number:	2501638	HOW STUFF WORKS
Registration Number:	2379723	WEBPOSITION
Registration Number:	2456655	DOGPILE
Registration Number:	2331018	WEBMARKET
Registration Number:	2185758	METASPY
Registration Number:	2273293	METACRAWLER
Registration Number:	2121439	INFOSPACE
Registration Number:	2206397	INFOSPACE
Registration Number:	2117092	100HOT
Registration Number:	2316888	GO2NET
Registration Number:	2007916	WEBCRAWLER

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 26447-36080

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/23/2017

Total Attachments: 18

- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page1.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page2.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page3.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page4.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page5.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page6.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page7.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page8.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page9.tif
- source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page10.tif

source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page11.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page12.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page13.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page14.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page15.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page16.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page17.tif
source=Citi_OpenMail - Intellectual Property Security Agreement .pdf#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of May 22, 2017 among **Citibank, N.A.**, as administrative agent (in such capacity, the “**Administrative Agent**”), **OpenMail LLC** (the “**Borrower**”), **Dotzup Holdings LLC** (“**Dotzup**”), and **Infospace Holdings LLC**, each, a Delaware limited liability company (“**Infospace**” and together with the Borrower and Dotzup, each, a “**Grantor**” and collectively, the “**Grantors**”). Reference is hereby made to that certain Amended and Restated Loan and Security Agreement of even date herewith among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (collectively, the “**Lenders**”) and Administrative Agent (as further amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Loan Agreement.

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain other financial accommodations to the Borrower (collectively, the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to make the Loans to the Borrower, upon the condition, among others, that each Grantor shall grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Obligations.

B. Pursuant to the terms of the Loan Agreement, the Borrower has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in substantially all of the Borrower’s right, title, and interest, whether presently existing or hereafter acquired, in, to, and under all of the Collateral.

C. Pursuant to the terms of that certain Amended and Restated Guaranty and Security Agreement of even date herewith, made by each of Dotzup, Infospace, Qool Media Holdings LLC and Stuff Media LLC (collectively, the “**Guarantors**”), in favor of the Administrative Agent, the Guarantors have each granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in substantially all of their respective rights, title, and interest, whether presently existing or hereafter acquired, in, to, and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and full payment when due of the Obligations, the parties hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations to the Administrative Agent during the term of the Loan Documents, each Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in, to, and under its Intellectual Property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including without limitation the following:

(a) Any and all United States copyright applications and copyright registrations, now or hereafter acquired, including without limitation the copyright registrations set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) All United States patents and patent applications, including without limitation improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(c) Any United States trademark registrations and applications to register, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation the trademark registrations and applications set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(d) All registered United States mask works now owned or hereafter acquired, including without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

(e) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, renewals, and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(h) All proceeds of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

2. Recordation. Each Grantor authorizes the United States Commissioner for Patents and Trademarks and the United States Register of Copyrights to record and register this Agreement upon a request by the Administrative Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

4. Termination; Release. Upon (a) the sale or disposal of any Intellectual Property Collateral in connection with any sale or other disposition permitted under the Loan Documents or (b) the Discharge of Obligations and termination of the Revolving Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the applicable Grantor an instrument in writing in recordable form releasing the collateral pledge, grant and security interest in the Intellectual Property Collateral (in whole or in part, as applicable) under this Agreement.

5. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single contract.

Electronic delivery of an executed counterpart to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the first date above written.

GRANTOR:

OPENMAIL-LLC

By: 

Name: Charles Ursini III

Title: Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 006066 FRAME: 0490

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the first date above written.

GRANTOR:

DOTZUP HOLDINGS LLC

By:  _____

Name: Charles Ursini III

Title: Chief Executive Officer

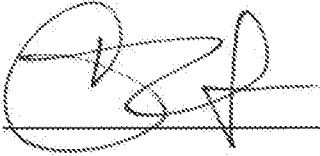
Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 006066 FRAME: 0491

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

INFOSPACE HOLDINGS LLC

By:  _____

Name: Charles Ursini III

Title: Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 006066 FRAME: 0492

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the first date written above.

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: 

Name: Michael Berry

Title: Senior Vice President

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 006066 FRAME: 0493

**Exhibit A
Copyrights**

Copyright	Reg. No.	Reg. Date	Author	Current Owner	Status
Arife	VA 1254822	27-OCT-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Arife May 2005: Arife	VA 1328221	15-JUN-2005	InfoSpace, Inc.	InfoSpace, Inc.	Registered
BestGaySearch.com Website	TX 7230408	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
DogFile	TX 5802737	06-JUN-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Dogpile.com Website	TX 7312462	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Dogpile web search home page	TX 5833486	04-NOV-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Dogpile Website	TX/7847938	08-JAN-2014	InfoSpace, LLC	InfoSpace, LLC	Registered
DoGreatGood.com Website	TX 7230416	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Go2Net.com Website	TX 7312514	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace	TX 5833798	29-OCT-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace	TX 5966401	29-OCT-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Infospace.com Website	TX 7230427	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace Toolbar: Version 1.0.7	TX 6004307	08-JUL-2004	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace Toolbar: Version 2.0.1	TX 6004306	08-JUL-2004	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace Toolbar: Version 2.2.3	TX 6406474	30-JUN-2006	InfoSpace, Inc.	InfoSpace, Inc.	Registered
InfoSpace Website	TX 7958355		InfoSpace, LLC	InfoSpace, LLC	Registered
InfoSpace.com	VAU 480537	12-MAY-1999	InfoSpace.com, Inc.	InfoSpace.com, Inc.	Registered
InfoSpace Toolbar: Version 2.2.1	TX 6071584	25-JUN-2004	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Merchant Menu User Guide	TX 5826547	07-OCT-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Metacrawler	TX 6016390	10-DEC-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Metacrawler.com	TX 7230418	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Metacrawler Search the Search Engines!	TX 5802735	06-JUN-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
My Arife.com Website	TX 7312544	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered

Copyright	Reg. No.	Reg. Date	Author	Current Owner	Status
Nation.com Website	TX 7312467	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
ProactiveShopper.com Website	TX 7312461	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
RetailInteraction.com Website	TX 7230413	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
SaveSmart.com Website	TX 7230398	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
SearchSpy Website Output Code	TX 6080705	14-OCT-2004	InfoSpace, Inc.	InfoSpace, Inc.	Registered
SearchSpy Website Source Code	TX 6080706	22-NOV-2004	InfoSpace, Inc.	InfoSpace, Inc.	Registered
ShopandGo.com Website	TX 7230410	07-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Space Charts 2.5	TX 4525122	02-APR-1997	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Space SQL 2.0	TX 4522464	02-APR-1997	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Webcrawler	TX 5802736	06-JUN-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Webcrawler	TX 6016391	10-DEC-2003	InfoSpace, Inc.	InfoSpace, Inc.	Registered
WebCrawler.com Website	TX 7230417	05-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
WebFetch.com Website	TX 7230422	05-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
WebPosition.com Website	TX 7230420	05-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
WriteNow.com Website	TX 7230415	05-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
Zoo.com Website	TX 7230425	05-APR-2010	InfoSpace, Inc.	InfoSpace, Inc.	Registered
How Air Conditioners Work	Tx 6317272	05-JAN-2006	HowStuffWorks, Inc.	InfoSpace, LLC	Registered
How Automatic Transmissions Work	TX 6127410	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Cell Phones Work	TX 6127411	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Computer Memory Works	TX 6317264	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Diesel Engines Work	TX 6317271	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Digital Cameras Work	TX 6317273	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How DVDs Work	TX 6317269	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Electric Motors Work	TX 6127412	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Flash Memory Works	TX 6317267	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Home Networking Works	TX 6127413	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Lock Picking Works	TX 6127408	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered

Copyright	Reg. No.	Reg. Date	Author	Current Owner	Status
How Microprocessors Work	TX 6127414	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Motherboards Work	TX 6317268	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How RAM Works	TX 6317266	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Routers Work	TX 6317265	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Turbochargers Work	TX 6127409	10-MAR-2005	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How VoIP Works	TX 6317270	05-JAN-2006	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
How Much Does The Earth Weigh?	TX 5410059	04-OCT-2001	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
Marshall Brain's How Stuff Works	TX 5447069	04-OCT-2001	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered

Copyright	Reg. No.	Reg. Date	Author	Current Owner	Status
More How Stuff Works	TX 5645374	26-NOV-2002	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered
What if? Intriguing Answers for the Insatiably Curious	TX 5650126	26-NOV-2002	HowStuffWorks.com, Inc.	InfoSpace, LLC	Registered


**Exhibit B
Patents and Patent Applications**

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Inventor(s)	Current Owner	Status
6606647 09228249	12-AUG-2003 11-JAN-1999	IMPROVED SERVER AND METHOD FOR ROUTING MESSAGES TO ACHIEVE UNIFIED COMMUNICATIONS	NIRAJ SHAH ETHAN HUGG KEVIN CHESTNUT	INFOSPACE HOLDINGS LLC	Issued
6519585 09300336	11-FEB-2003 27-APR-1999	SYSTEM AND METHOD FOR FACILITATING PRESENTATION OF SUBJECT CATEGORIZATIONS FOR USE IN AN ON-LINE SEARCH QUERY ENGINE	SANJAY KOHLI	INFOSPACE HOLDINGS LLC	Issued
6499042 09411478	24-DEC-2002 01-OCT-1999	SELECTIVE PROXY APPROACH TO FILLING-IN FORMS EMBEDDED IN DISTRIBUTED ELECTRONIC DOCUMENTS	MATTHEW MARKUS	INFOSPACE HOLDINGS LLC	Issued
6016504 08704143	18-JAN-2000 28-AUG-1996	METHOD AND SYSTEM FOR TRACKING THE PURCHASE OF A PRODUCT AND SERVICES OVER THE INTERNET	JOHN K. ARNOLD, JOHN R. BENNETT, PETER O. CLAR, KURT D. DAHL, JENNIFER L. DOBSON, CHARLES FONTAINE, PHILIP H. JOHANSON, DONALD G. MCGUIRE, MARY SWANSON, DAVID G. WAGNER, STEVE MAINRIGHT	INFOSPACE HOLDINGS LLC	Issued

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Inventor(s)	Current Owner	Status
14/880028	09-OCT-2015	AUTOMATED CAMPAIGN CONFIGURATION SWITCHING FRAMEWORK		OPENMAIL LLC	Pending
15/050113	22-FEB-2016	EMAIL COMPLIANCE SYSTEMS AND METHODS		OPENMAIL LLC	Pending

Exhibit C
Trademarks

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
OPENMAIL	42	86189450 10-FEB-2014	4717828 07-APR-2015	OPENMAIL LLC	Registered
DOGPILE	35 38 42	85014993 15-APR-2010	3879959 23-NOV-2010	INFOSPACE HOLDINGS LLC	Registered
dogpile					
STUFF YOU SHOULD KNOW	41	77835305 25-SEP-2009	3983155 28-JUN-2011	INFOSPACE HOLDINGS LLC	Registered
GETSTUFF	42	77757227 11-JUN-2009	3877680 16-NOV-2010	INFOSPACE HOLDINGS LLC	Registered
HOWSTUFFWORKS? howstuffworks	9	77427718 20-MAR-2008	3811398 29-JUN-2010	INFOSPACE HOLDINGS LLC	Registered
HOWSTUFFWORKS? howstuffworks	38	77427728 20-MAR-2008	3706161 03-NOV-2009	INFOSPACE HOLDINGS LLC	Registered
HOWSTUFFWORKS? howstuffworks	41	77427733 20-MAR-2008	3706162 03-NOV-2009	INFOSPACE HOLDINGS LLC	Registered
HOWSTUFFWORKS	41	77266711 28-AUG-2007	3483654 12-AUG-2008	INFOSPACE HOLDINGS LLC	Registered
Design Only	42	77256061 15-AUG-2007	3398322 18-MAR-2008	INFOSPACE HOLDINGS LLC	Registered

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
					
HOWSTUFFWORKS	25	77256166 15-AUG-2007	3491517 26-AUG-2008	INFOSPACE HOLDINGS LLC	Registered
HOWSTUFFWORKS	21 INT. CL. 21 MUGS; CUPS	77256252 15-AUG-2007	3491518 26-AUG-2008	INFOSPACE HOLDINGS LLC	Registered
THE MARK CONSISTS OF A SOUND COMPRISING AN ORIENTAL WIND INSTRUMENT PLAYING AN A4 QUARTER NOTE OVER THE SOUND OF A FAX MACHINE LOGON SOUND, AN F#4 QUARTER NOTE OVER THE SOUND OF AN AIR RATCHET, AND A D4 QUARTER NOTE OVER THE SOUND OF A HAMMER STRIKING METAL. <small>A WAV file has been sent directly to the TEAS Support Team for processing.</small>	42	77255913 15-AUG-2007	3498066 09-SEP-2008	INFOSPACE HOLDINGS LLC	Registered
BRAINSTUFF	41	77256003 15-AUG-2007	3483619 12-AUG-2008	INFOSPACE HOLDINGS LLC	Registered
METACRAWLER	35	77250647 08-AUG-2007	3456969 01-JUL-2008	INFOSPACE HOLDINGS LLC	Registered
WEBCRAWLER	35 38	77245974 02-AUG-2007	3497997 09-SEP-2008	INFOSPACE HOLDINGS LLC	Registered
ZOO	42	78970454 08-SEP-2006	3373136 22-JAN-2008	INFOSPACE HOLDINGS LLC	Registered
HOW STUFF WORKS	16	78348428 06-JAN-2004	2980912 02-AUG-2005	INFOSPACE HOLDINGS LLC	Renewed (Registered)
ARPIE	35 38 42	78327802 13-NOV-2003	2906684 30-NOV-2004	INFOSPACE HOLDINGS LLC	Renewed (Registered)
INFOSPACE	35 36 38 42	76061648 02-JUN-2000	2872006 10-AUG-2004	INFOSPACE HOLDINGS LLC	Renewed (Registered) CANCELLED SECTION

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
					7(D) IN INT. CL. 36. FEB 09, 2015
HOW STUFF WORKS	42	76013441 28-MAR-2000	2501638 30-OCT-2001	INFOSPACE HOLDINGS LLC	Renewed (Registered)
WEBPOSITION	9	75834827 29-OCT-1999	2379723 22-AUG-2000	INFOSPACE HOLDINGS LLC	Renewed (Registered)
DOGPILE	9 35 38	75639720 11-FEB-1999	2456655 05-JUN-2001	INFOSPACE HOLDINGS LLC	Renewed (Registered) WITHDRAWN FROM REGISTRATION SEP 01, 20
WEBMARKET	35 42	75499574 10-JUN-1998	2331018 21-MAR-2000	INFOSPACE HOLDINGS LLC	Renewed (Registered)
METASPY	42	75318362 02-JUL-1997	2185758 01-SEP-1998	INFOSPACE HOLDINGS LLC	Renewed (Registered)
METACRAWLER	42	75250709 28-FEB-1997	2273293 31-AUG-1999	INFOSPACE HOLDINGS LLC	Renewed (Registered)
INFOSPACE	9 42	75202955 22-NOV-1996	2121439 16-DEC-1997	INFOSPACE HOLDINGS LLC	Renewed (Registered)
INFOSPACE	42	75192163 04-NOV-1996	2206397 01-DEC-1998	INFOSPACE HOLDINGS LLC	Renewed (Registered)
100HOT	42	75142845 31-JUL-1996	2117092 25-NOV-1997	INFOSPACE HOLDINGS LLC	Renewed (Registered) Supplemental Register

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
GO2NET	35 42	75051533 31-JAN-1996	2316888 08-FEB-2000	INFOSPACE HOLDINGS LLC	Renewed (Registered) CANCELLED SECTION 8 IN INT. CL. 35. ONLY O.G. 5-2-2006
WEBCRAWLER	42	74701078 14-JUL-1995	2007916 15-OCT-1996	INFOSPACE HOLDINGS LLC	Renewed (Registered)

**Exhibit D
Mask Works**

N/A