

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERTICALSCOPE INC.		10/05/2017	Corporation: CANADA
RATEMDS INC.		10/05/2017	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	2 BETHESDA METRO CENTER, SUITE 600
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86211388	TTAC
Serial Number:	86378716	RATEMDS DOCTORS YOU CAN TRUST
Serial Number:	86378712	DOCTORS YOU CAN TRUST
Serial Number:	86211381	THE TRUTH ABOUT CARS
Serial Number:	85961919	NAGTROC
Serial Number:	85961845	GT-R LIFE
Serial Number:	85791012	PAINTBALL NATION
Serial Number:	85783411	PBNATION
Serial Number:	85419175	YELLOWBULLET.COM
Serial Number:	85246796	THE FAMILY & MARRIAGE COUNSELING DIRECTO
Serial Number:	78323193	HOBBYTALK
Serial Number:	78188028	AVS FORUM
Serial Number:	77797938	PIRATE4X4.COM
Serial Number:	77431964	ARCHERYTALK
Serial Number:	76073592	VERTICALSCOPE
Serial Number:	76042350	MOTHERING
Serial Number:	86418303	RATEMDS
Serial Number:	75782075	SAILNET

OP \$515.00 86211388

Property Type	Number	Word Mark
Serial Number:	77662904	HYSTERSISTERS
Serial Number:	85542879	KNITTING PARADISE

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100  
*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:** 4045723408  
**Email:** mramic@kslaw.com  
**Correspondent Name:** Mia Ramic King and Spalding  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	24046.015134
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic
<b>SIGNATURE:</b>	/s/ Mia Ramic
<b>DATE SIGNED:</b>	10/05/2017

**Total Attachments: 8**

- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page1.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page2.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page3.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page4.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page5.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page6.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page7.tif
- source=VerticalScope - Trademark Security Agreement (Capital One) Executed#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "U.S. Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the U.S. Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses (except to the extent expressly prohibited by enforceable provisions under the applicable IP Licenses) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. U.S. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the U.S. Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the U.S. Guaranty and Security Agreement, the U.S. Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

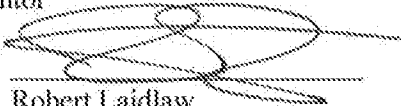
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES 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.

Very truly yours,

VERTICALSCOPE INC.,  
as Grantor


By:   
Name: Robert Laidlaw  
Title: President & Chief Executive Officer

RATEMDS INC.,  
as Grantor

By:   
Name: Robert Laidlaw  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: *Charles Tempel*  
Title: *Sec. Manager*

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED UNITED STATES TRADEMARKS

Trademark	Owner	Serial No. /Registration No.	Filing Date /Reg. Date
TTAC	VerticalScope Inc.	86211388 / 4911831	03/05/2014 / 03/08/2016
 RateMDs	VerticalScope Inc.	86378716 / 4861894	08/27/2014 / 12/01/2015
DOCTORS YOU CAN TRUST	VerticalScope Inc.	86378712 / 4834772	08/27/2014 / 10/20/2015
THE TRUTH ABOUT CARS	VerticalScope Inc.	86211381 / 4775173	03/05/2014 / 07/21/2015
NAGTROC	VerticalScope Inc.	85961919 / 4578667	06/17/2013 / 08/05/2014
GT-R LIFE	VerticalScope Inc.	85961845 / 4578666	06/17/2013 / 08/05/2014
Paintball Nation	VerticalScope Inc.	85791012 / 4395203	11/29/2012 / 09/03/2013
PBNATION	VerticalScope Inc.	85783411 / 4375394	11/19/2012 / 07/30/2013
YELLOWBULLET.COM	VerticalScope Inc.	85419175 / 4138682	09/09/2011 / 05/08/2012
THE FAMILY & MARRIAGE COUNSELING DIRECTORY	VerticalScope Inc.	85246796 / 4037856	02/18/2011 / 10/11/2011



HobbyTalk	VerticalScope Inc.	78323193 / 2903449	11/05/2003 / 11/16/2004
AVS FORUM	VerticalScope Inc.	78188028 / 2840139	11/22/2002 / 05/11/2004
PIRATE4X4.COM	VerticalScope Inc.	77797938 / 3840111	08/05/2009 / 08/31/2010
ArcheryTalk	VerticalScope Inc.	77431964 / 3665631	03/26/2008 / 08/11/2009
VERTICALSCOPE	VerticalScope Inc.	76073592 / 2745706	06/19/2000 / 08/05/2003
MOTHERING	VerticalScope Inc.	76042350 / 2437277	04/27/2000 / 03/20/2001
RATEMDS	RateMDs Inc.	86418303 / 4872851	10/08/2014 / 12/22/2015
SAILNET	VerticalScope Inc.	75782075 / 2567954	08/23/1999 / 05/07/2002
HYSTERSISTERS	VerticalScope Inc.	77662904 / 3669107	02/04/2009 / 08/18/2009
KNITTING PARADISE	VerticalScope Inc.	85542879 / 4241010	02/14/2012 / 11/13/2012

## 2. REGISTERED CANADIAN TRADEMARKS

Trademark	Owner	Serial No. /Registration No.	Filing Date /Reg. Date
RATEMDS & DESIGN	RateMDs	TMA923377	08/28/2014
DOCTORS YOU CAN TRUST	RateMDs	TMA923390	08/28/2014
AUTOFORUMS	VerticalScope Inc.	TMA712253	02/28/2006

AUTOFORUMS.COM	VerticalScope Inc.	TMA712250	02/28/2006
VERTICALSCOPE	VerticalScope Inc.	TMA565791	05/15/2000
TOPHOSTS	VerticalScope Inc.	TMA572091	02/23/2001

3. CANADA TRADEMARK APPLICATIONS

Trademark	Owner	Filing Date	Application Number
GEARED CONTENT	VerticalScope Inc.	01/25/2016	1764760