

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819585

| | | | |
|--|--|--|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment and Assumption of First Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent | | 06/21/2023 | Aktiengesellschaft (Ag): SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada, as successor Collateral Agent | | |
| Street Address: | 155 Wellington Street West, 8th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5V 3K7 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 96 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3014063 | 3 FAT CHICKS ON A DIET | |
| Registration Number: | 4494921 | ACUMATRIX | |
| Registration Number: | 4492741 | APARTMENTRATINGS.COM VERIFIED RESIDENT P | |
| Registration Number: | 1665366 | AV | |
| Registration Number: | 4164180 | AV PREEMINENT | |
| Registration Number: | 3845040 | BAYSTONE MEDIA | |
| Registration Number: | 2679830 | BECAUSE EVERY CHILD DESERVES A SUMMER AT | |
| Registration Number: | 3802277 | BED & BREAKFAST INNS ONLINE | |
| Registration Number: | 3682347 | | |
| Registration Number: | 3675568 | | |
| Registration Number: | 3691516 | BEE TV | |
| Registration Number: | 2406408 | BUBBAJUNK | |
| Registration Number: | 1667966 | BV | |
| Registration Number: | 4164181 | BV DISTINGUISHED | |
| Registration Number: | 2838429 | CAD CLASS A DRIVERS | |
| Registration Number: | 2587937 | CAMPJOBS.COM | |
| Registration Number: | 2643236 | CARSDIRECT | |
| Registration Number: | 2478891 | CARSDIRECT.COM | |

CH \$2415.00 3014063

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3668801 | CHIROMATRIX |
| Registration Number: | 4494919 | CHIROMATRIX |
| Registration Number: | 2957279 | CRAFTSTER |
| Registration Number: | 3556102 | DAVE'S GARDEN |
| Registration Number: | 2843826 | DDS.COM |
| Registration Number: | 2880066 | DMD.COM |
| Registration Number: | 4450081 | DENTALMATRIX |
| Registration Number: | 3494401 | DIESEL BOMBERS |
| Registration Number: | 2667368 | DISPUTE RESOLUTION DIRECTORY |
| Registration Number: | 2443626 | DIVORCENET |
| Registration Number: | 4426858 | EDOCTORS |
| Registration Number: | 4520002 | EDOCTORS FIND. CONVERT. RETAIN. |
| Registration Number: | 3344225 | EVERYTHING VASECTOMY |
| Registration Number: | 3775441 | EXPERTHUB |
| Registration Number: | 3770897 | FAMILYCORNER.COM |
| Registration Number: | 2850002 | FINDGIFT.COM |
| Registration Number: | 3292185 | F FITDAY |
| Registration Number: | 3154186 | F FITDAY |
| Registration Number: | 2864887 | FITDAY |
| Registration Number: | 3153845 | FITDAY |
| Registration Number: | 3222763 | FITFREAK |
| Registration Number: | 3732963 | HEALTHNEWS.ORG |
| Registration Number: | 2686888 | HOTROD HOTLINE |
| Registration Number: | 3350862 | IB INTERNET BRANDS |
| Registration Number: | 3244575 | INHABITAT |
| Registration Number: | 2826636 | INNKEEPER TESTED AND GUEST APPROVED RECI |
| Registration Number: | 4066916 | INSITE |
| Registration Number: | 2078876 | ISLN |
| Registration Number: | 3434379 | JUSTMOMMIES |
| Registration Number: | 3434380 | JUSTMOMMIES |
| Registration Number: | 2479994 | KIDS' CAMPS |
| Registration Number: | 3099935 | KIDSCAMPS.COM |
| Registration Number: | 1765356 | LAWYER LOCATORS |
| Registration Number: | 2796593 | MARTINDALE.COM |
| Registration Number: | 2057030 | MARTINDALE-HUBBELL |
| Registration Number: | 1542506 | MARTINDALE-HUBBELL |
| Registration Number: | 3804504 | MARTINDALE-HUBBELL |
| Registration Number: | 3966392 | MARTINDALE-HUBBELL |

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3762759 | MARTINDALE-HUBBELL |
| Registration Number: | 2989601 | MARTINDALE-HUBBELL LAWYERS.COM |
| Registration Number: | 3145147 | MODEL MAYHEM |
| Registration Number: | 4335003 | MOTORHEADMEDIA.COM THE PLACE TO BUY, SEL |
| Registration Number: | 3126546 | NOLO |
| Registration Number: | 2397522 | NOLO.COM |
| Registration Number: | 3792271 | NOLO |
| Registration Number: | 2667893 | NOLO |
| Registration Number: | 4095538 | NOLO LAW FOR ALL |
| Registration Number: | 1940628 | NOLO PRESS |
| Registration Number: | 3498053 | OLDRIDE.COM |
| Registration Number: | 4220170 | ONLINE CHIRO |
| Registration Number: | 4076067 | PATENT IT YOURSELF |
| Registration Number: | 1697156 | PRACTICE PROFILES |
| Registration Number: | 3910001 | QUILTING BOARD |
| Registration Number: | 3204063 | RACINGJUNK |
| Registration Number: | 3087511 | RACINGJUNK.COM |
| Registration Number: | 3417082 | RC UNIVERSE |
| Registration Number: | 3157836 | RC UNIVERSE.COM |
| Registration Number: | 2957504 | RESIDENT RELATIONSHIP MANAGEMENT SERVICE |
| Registration Number: | 3134448 | SKINCAREGUIDE |
| Registration Number: | 3001329 | SLOW TRAVEL |
| Registration Number: | 4115535 | SPROCKETLIST |
| Registration Number: | 3665829 | SOBERRECOVERY |
| Registration Number: | 2902906 | TAKE THE GUESSWORK OUT OF RESIDENT RETEN |
| Registration Number: | 4284629 | THE ONLINE PRACTICE |
| Registration Number: | 3575376 | TJOOS |
| Registration Number: | 2864640 | TURN RESEARCH INTO REVENUE |
| Registration Number: | 3376694 | VASECTOMY.COM |
| Registration Number: | 3518611 | VEIN |
| Registration Number: | 3743388 | VBULLETIN |
| Registration Number: | 4494920 | VETMATRIX |
| Registration Number: | 3961232 | VETMATRIX |
| Registration Number: | 3682348 | WEDDINGBEE |
| Registration Number: | 3688453 | WEDDINGBEE |
| Registration Number: | 4371125 | WIKITRAVEL |
| Registration Number: | 2305114 | WILLMAKER |
| Registration Number: | 3455449 | YOUR LEGAL COMPANION |

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85881839 | APARTMENTRATINGS VERIFIED RESIDENT PROGR |
| Serial Number: | 86026286 | IMATRIX |

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 22946.00058 |
| NAME OF SUBMITTER: | Javier J. Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 06/26/2023 |

Total Attachments: 7

- source=9. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page1.tif
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Assignment and Assumption of First Lien Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of June 21, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch having an address of Eleven Madison Avenue, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Royal Bank of Canada, having an address of 155 Wellington Street West, 8th Floor, Toronto, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, Internet Brands, Inc., a Delaware corporation, MH Sub I, LLC, a Delaware limited liability company, Nolo, a California corporation, vBulletin Solutions, Inc., a California corporation (together, the “Grantors”), and the Assignor entered into (i) that certain Grant of Security Interest in Trademark Rights, dated as of July 8, 2014 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 11, 2014 at reel/frame 5320/0718, pursuant to that certain First Lien Security Agreement, dated as of July 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Assignor, and (ii) that certain First Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated as of June 5, 2015, as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of March 8, 2017, as amended by that certain Amendment No. 2 to First Lien Credit Agreement, dated as of September 15, 2017, as supplemented by that certain 2018 March Joinder Agreement, dated as of March 20, 2018, as supplemented and amended by that certain 2020 June Joinder Agreement and Extension Amendment, dated as of June 18, 2020, as supplemented by that certain 2020 November Joinder Agreement, dated as of November 18, 2020, as supplemented by that certain 2021 February Joinder Agreement, dated as of February 23, 2021, as supplemented by that certain 2021 November Joinder Agreement, dated as of November 30, 2021, as supplemented and amended by that certain Incremental Revolving Joinder Agreement and Extension Amendment, dated as of November 30, 2021, as amended by that certain Amendment No. 3 to First Lien Credit Agreement, dated as of August 25, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among, among others, the Borrowers, the Parents, the Assignor, as administrative agent and collateral agent, and the Lenders party thereto from time to time, pursuant to which the Assignor received from the Grantors a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks set forth on Schedule A attached hereto and made a part hereof and the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.

2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the "USPTO"). The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The execution and delivery of this Assignment and Assumption shall be deemed to include electronic signatures on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH



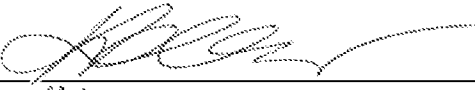
By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory



By: _____
Name: Nawshaer Safi
Title: Authorized Signatory

Accepted:

ROYAL BANK OF CANADA



By:  _____

Name: **Heiena Sadowski**
Title: **Manager, Agency**



Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel 5320 / Frame 0718

| Registered Owner/ Grantor | Registration / Appli- cation Number | Trademark |
|--------------------------------------|--|---|
| Internet Brands, Inc. | 3014063 | 3 FAT CHICKS ON A DIET |
| MH Sub I, LLC | 4494921 | ACUMATRIX |
| Internet Brands, Inc. | 4492741 | APARTMENT RATINGS.COM VERIFIED RESIDENT PROGRAM |
| Internet Brands, Inc. | 85881839 | APARTMENT RATINGS VERIFIED RESIDENT PROGRAM |
| Internet Brands, Inc. | 1665366 | AV |
| Internet Brands, Inc. | 4164180 | AV PREEMINENT |
| MH Sub I, LLC | 3845040 | BAYSTONE MEDIA |
| Internet Brands, Inc. | 2679830 | BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP |
| Internet Brands, Inc. | 3802277 | BED & BREAKFAST INNS ONLINE |
| Internet Brands, Inc. | 3,682,347 | BEE Design  |
| Internet Brands, Inc. | 3,675,568 | BEEHIVE Design  |
| Internet Brands, Inc. | 3,691,516 | BEE TV |
| Internet Brands, Inc. | 2406408 | BUBBAJUNK |
| Internet Brands, Inc. | 1667966 | BV |
| Internet Brands, Inc. | 4164181 | BV DISTINGUISHED |
| Internet Brands, Inc. | 2838429 | CAD CLASS A DRIVERS and Design |
| Internet Brands, Inc. | 2587937 | CAMPJOBS.COM |
| Internet Brands, Inc. | 2643236 | CARSDIRECT |
| Internet Brands, Inc. | 2478891 | CARSDIRECT.COM |
| MH Sub I, LLC | 3668801 | CHIROMATRIX |
| MH Sub I, LLC | 4494919 | CHIROMATRIX Design ◀▶ChiroMatrix |
| Internet Brands, Inc. | 2957279 | CRAFTSTER |
| Internet Brands, Inc. | 3556102 | DAVE'S GARDEN |
| MH Sub I, LLC | 2843826 | DDS.COM |
| MH Sub I, LLC | 2880066 | DMD.COM |
| MH Sub I, LLC | 4450081 | DENTALMATRIX |
| Internet Brands, Inc. | 3494401 | DIESEL BOMBERS |
| Internet Brands, Inc. | 2667368 | DISPUTE RESOLUTION DIRECTORY |
| Internet Brands, Inc. | 2443626 | DIVORCENET |
| Internet Brands, Inc. | 4426858 | EDOCTORS |
| Internet Brands, Inc. | 4520002 | EDOCTORS FIND. CONVERT. RETAIN. |

| Registered Owner/ Grantor | Registration / Appli- cation Number | Trademark |
|------------------------------|--|--|
| Internet Brands, Inc. | 3344225 | EVERYTHING VASECTOMY |
| Internet Brands, Inc. | 3775441 | EXPERTHUB |
| Internet Brands, Inc. | 3770897 | FAMILYCORNER.COM |
| Internet Brands, Inc. | 2850002 | FINDGIFT.COM |
| Internet Brands, Inc. | 3292185 | F FITDAY and Design |
| Internet Brands, Inc. | 3154186 | F FITDAY and Design |
| Internet Brands, Inc. | 2864887 | FITDAY |
| Internet Brands, Inc. | 3153845 | FITDAY |
| Internet Brands, Inc. | 3222763 | FITBREAK |
| Internet Brands, Inc. | 3732963 | HEALTHNEWS.ORG |
| Internet Brands, Inc. | 2686888 | HOTROD HOTLINE |
| Internet Brands, Inc. | 3350862 | IB INTERNET BRANDS and Design |
| MH Sub I, LLC | 86026286 | IMATRIX |
| Internet Brands, Inc. | 3244575 | INHABITAT |
| Internet Brands, Inc. | 2826636 | INNKEEPER TESTED AND GUEST APPROVED RECIPES |
| Internet Brands, Inc. | 4066916 | INSITE |
| Internet Brands, Inc. | 2078876 | ISLN |
| Internet Brands, Inc. | 3434379 | JUSTMOMMIES |
| Internet Brands, Inc. | 3434380 | JUSTMOMMIES & DESIGN |
| Internet Brands, Inc. | 2479994 | KIDS' CAMPS |
| Internet Brands, Inc. | 3099935 | KIDSCAMPS.COM |
| Internet Brands, Inc. | 1765356 | LAWYER LOCATORS |
| Internet Brands, Inc. | 2796593 | MARTINDALE.COM |
| Internet Brands, Inc. | 2057030 | MARTINDALE-HUBBELL |
| Internet Brands, Inc. | 1542506 | MARTINDALE-HUBBELL |
| Internet Brands, Inc. | 3804504 | MARTINDALE-HUBBELL |
| Internet Brands, Inc. | 3966392 | MARTINDALE-HUBBELL |
| Internet Brands, Inc. | 3762759 | MARTINDALE-HUBBELL |
| Internet Brands, Inc. | 2989601 | MARTINDALE-HUBBELL LAWYERS.COM |
| Internet Brands, Inc. | 3145147 | MODEL MAYHEM |
| Internet Brands, Inc. | 4335003 | MOTORHEADMEDIA.COM (LOGO) |
| NOLO | 3126546 | NOLO (standard character mark) |
| NOLO | 2397522 | NOLO.COM (standard character mark) |
| NOLO | 3792271 |  Nolo Scales Logo |
| NOLO | 2667893 |  Nolo Scales Logo |

| Registered Owner/ Grantor | Registration / Appli- cation Number | Trademark |
|------------------------------|--|--|
| NOLO | 4095538 |  |
| NOLO | 1940628 | NOLO PRESS (standard character mark) |
| Internet Brands, Inc. | 3498053 | OLDRIDE.COM |
| MH Sub I, LLC | 4220170 | ONLINE CHIRO |
| NOLO | 4076067 | PATENT IT YOURSELF (standard character mark) |
| Internet Brands, Inc. | 1697156 | PRACTICE PROFILES |
| Internet Brands, Inc. | 3910001 | QUILTING BOARD |
| Internet Brands, Inc. | 3204063 | RACINGJUNK |
| Internet Brands, Inc. | 3087511 | RACINGJUNK.COM |
| Internet Brands, Inc. | 3417082 | RC UNIVERSE |
| Internet Brands, Inc. | 3157836 | RC UNIVERSE.COM & DESIGN |
| Internet Brands, Inc. | 2957504 | RESIDENT RELATIONSHIP MANAGEMENT SERVICES |
| Internet Brands, Inc. | 3134448 | SKINCAREGUIDE |
| Internet Brands, Inc. | 3001329 | SLOW TRAVEL |
| Internet Brands, Inc. | 4115535 | SPROCKETLIST |
| Internet Brands, Inc. | 3665829 | SOBERRECOVERY |
| Internet Brands, Inc. | 2902906 | TAKE THE GUESS WORK OUT OF RETENTION |
| MH Sub I, LLC | 4284629 | THE ONLINE PRACTICE |
| Internet Brands, Inc. | 3575376 | TJOOS |
| Internet Brands, Inc. | 2864640 | TURN RESEARCH INTO REVENUE |
| Internet Brands, Inc. | 3376694 | VASECTOMY.COM |
| Internet Brands, Inc. | 3518611 | VEIN |
| vBulletin Solutions, Inc. | 3743388 | VBULLETIN |
| MH Sub I, LLC | 4494920 | VETMATRIX |
| MH Sub I, LLC | 3961232 | VETMATRIX |
| Internet Brands, Inc. | 3682348 | WEDDINGBEE |
| Internet Brands, Inc. | 3688453 | WEDDINGBEE & Design  |
| Internet Brands, Inc. | 4371125 | WIKITRAVEL |
| NOLO | 2305114 | WILLMAKER (standard character mark) |
| NOLO | 3455449 | YOUR LEGAL COMPANION (standard character mark) |