

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Atty Docket No. E1001.262783

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Intersections Inc.

- Individuals(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 27, 2001

2. Name and address of receiving party(ies)
Name: **CD HOLDINGS INC.**

Internal Address:

Street Address: **1550 Peachtree St. N.W.**

City: **Atlanta**

State: **Georgia** Zip: **30309**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Georgia
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application Nos.

76/179,588	75/828,527
75/828,335	76/011,659
76/157,022	75/662,410
76/163,817	75/662,408

B. Trademark Registration Nos.

2,138,993
2,379,962

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William H. Brewster, Esq.

Internal Address: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree Street

City: Atlanta State: Georgia Zip: 30309

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

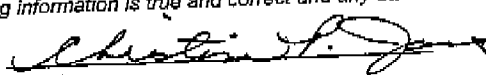
11-0860

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine P. James
Name of Person Signing


Signature

12/4/01
Date

Total number of pages including cover sheet, attachments, and document: 11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 27, 2001, is made by INTERSECTIONS INC., a Delaware corporation ("Grantor"), in favor of CD HOLDINGS INC., a Georgia corporation ("Creditor").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among Grantor, CreditComm Services LLC, a Delaware limited liability company ("CreditComm") and Creditor (as from time to time amended, restated, supplemented or otherwise modified, the "Note Agreement"), Grantor and CreditComm have agreed to issue the Note (as defined in the Note Agreement) in favor of Creditor; and

WHEREAS, Creditor is willing to accept the Note as provided for in the Note Agreement but only upon the condition, among others, that Grantor shall have executed and delivered to Creditor this Intellectual Property 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment when due of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Creditor a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Creditor in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing Uniform Commercial Code statements in the offices listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Creditor's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Creditor that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Creditor immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Creditor prior written notice thereof, and, upon request of Creditor, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Creditor) to evidence Creditor's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions reasonably necessary or requested by Creditor to maintain and pursue each application, to obtain the relevant registration and to

maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless it shall be determined that the same is in no way material to the conduct of its business.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Creditor promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Creditor shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

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

6. **REINSTATEMENT.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Agreement.

8. **TERMINATION OF THIS SECURITY AGREEMENT.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Additionally, the parties shall take all actions necessary to release the

collateral and terminate the security interest in the collateral, including, but not limited to filing a termination statement with the appropriate governmental body.

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

INTERSECTIONS INC.

By: 
Name: Michael Starnes
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

CD HOLDINGS INC.

By: _____
Name: _____
Title: _____

collateral and terminate the security interest in the collateral, including, but not limited to filing a termination statement with the appropriate governmental body.

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

INTERSECTIONS INC.

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

CD HOLDINGS INC.

By: *Virgild P. Gardaya*
Name: Virgild P. Gardaya
Title: President

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
CreditCompare	2,138,993	2/24/98
CreditProtect	2,379,962	8/22/00

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
CreditObserver	76/179,588	12/12/00
IdentityGuard	75/828,527	10/21/99
Intersections	75/828,335	10/21/99
Privacy Essentials	76/157,022	10/30/00
CreditEssentials	75/662,410	3/17/99
NotifyExpress	76/163,817	11/13/00
CreditNotify	75/662,408	3/17/99
Web Sleeve	76/011,659	3/28/00

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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IV. DOMAIN NAME REGISTRATIONS

Domain Name

creditobserver.com
 IdentityGuard.com
 IdentityGuard.info
 Myidguard.net
 CreditCompare.net
 Intersections.com
 Intersectioninc.net
 Intersectionsinc.net
 Intersectionsinc.com
 Intersectioninc.com
 intersections.info
 PrivacyEssentials.com
 Auditdept.com
 MyCompletePrivacy.com

PrivacyExpress.com
PrivacyGateway.com
CardProtect.net
CardsProtect.com
CardsProtect.net
ProtectCard.com
ProtectCard.net
ProtectCards.com
Identityfraud.info
MYIDGUARD.COM
notifyexpress.com
Creditprotect.com
CreditNotify.com
creditobserver.info
ProfileProtect.info
creditaware.info
businesscreditaware.info
creditsecure.info
CreditCompare.info
Mycreditprofile.info
privacyessentials.info
creditesentials.info
creditesentials.net
ProtectCards.net
Identityfraud.info
notifyexpress.info
creditsecurity.info
identitysecurity.info
credittheft.info
privacysolutions.info
creditfraud.info
privacyprotection.info
mycompleteprofile.info
creditanalyzer.info
creditmonitoring.info
privacywatch.info
idprotect.info
mycompletescore.info
creditnotify.info

V. DOMAIN NAME LICENSES

Domain Names

ProfileProtect.com
Creditaware.com

americanexpress.creditaware.com
aexpcreditsecure.com
axpcreditsecure.com
mycreditsecure.com

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		