

703-306-5995

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):  
**Crownstone Publishing, LLC**  
**1030 East Washington Street**  
**Indianapolis, Indiana 46220**

Individual(s)                       Association  
 General Partnership               Limited Partnership

Corporation-State .  
 Other: **Indiana limited liability company**

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: **Aquent LLC**

Internal Address: \_\_\_\_\_

Street Address: **711 Boylston Street**

City: **Boston** State: **MA** Zip: **02116**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State .  
 Other **Delaware limited liability company**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name

Other \_\_\_\_\_

Execution Date: **December 12, 2003**

Application number(s) or registration number(s):

A. Trademark Application No.(s)  
**6/468877**

B. Trademark Registration No.(s)  
**2083451 2579832 2775167 2766650 2790803 2769122**

Additional number(s) attached  Yes  No

3. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Michael Bevilacqua, Esquire**  
 Internal Address: **Hale and Dorr LLP**  
 Street Address: **60 State Street**  
 City: **Boston** State: **Massachusetts** Zip: **02109**

6. Total number of applications and registrations involved: ..... **seven (7)**

7. Total fee (37 CFR 3.41).....\$ **190.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**08-0219**  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

**Michael Bevilacqua, Esquire**                      *Michael Bevilacqua*                      **December 23, 2003**  
 Name of Person Signing                      Signature                      Date

Hale and Dorr LLP Attorney Reference Number: **100.404.113**

Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

Please return via facsimile to Mike Bevilacqua

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 12, 2003, by and between Brownstone Publishing, LLC, an Indiana limited liability company ("Grantor"), and Aquent LLC, a Delaware limited liability company ("Aquent").

WHEREAS, Grantor and Aquent are parties to that certain Reimbursement and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Reimbursement Agreement"), pursuant to which Grantor has certain Reimbursement Obligations to Aquent; and

WHEREAS, Aquent has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Reimbursement Obligations, and (ii) as a condition precedent to Aquent's providing a new Letter of Credit to support indebtedness owed by Grantor, as described in the Reimbursement Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Reimbursement Agreement shall have the meaning specified for such term in the Reimbursement Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Reimbursement Agreement. The Reimbursement Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Reimbursement Obligations, Grantor hereby grants to Aquent a security interest in, with power of sale to the extent permitted

by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

- (i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(1), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
- (ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

This Agreement and the rights granted to Aquent hereunder are subject in their entirety to the provisions of the Subordination Agreement and the Intercreditor Agreement. In the event that any of the terms of the Subordination Agreement or Intercreditor Agreement, as applicable, conflict with any of the terms of this

Agreement, the conflicting terms of the Subordination Agreement or Intercreditor Agreement, as applicable, shall be controlling.

5. Restrictions on Future Agreements. Grantor will not, without Aquent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Aquent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Effective Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor, except with respect to licenses granted by Grantor pursuant to Grantor's "Super Service" awards program in the ordinary course of Grantor's business (collectively, "Super Service Award License") and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than National City Bank of Indiana and Aquent, LLC. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Except in connection with the granting of Super Service Award Licenses, Grantor shall give to Aquent prompt written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence after the occurrence thereof. Grantor hereby authorizes Aquent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Aquent of the Trademarks and Licenses as authorized hereunder in connection with Aquent's exercise of its rights and remedies under paragraph 15 or pursuant to Article VII of the

Reimbursement Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Aquent to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. Aquent may at all reasonable times (and at any time when an Event of Default exists), upon reasonable notice to Grantor, have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Aquent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that Aquent, or a conservator appointed by Aquent, shall have the right to establish such reasonable additional product quality controls as Aquent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks or the Licenses, or grant any license under the Trademarks (except for Super Service Award Licenses), without the prior and express written consent of Aquent, (ii) to maintain the quality of such products as of the date hereof at a level sufficient to preserve any applicable Trademarks, and (iii) not to change the quality of such products in any material respect without Aquent's prior and express written consent.

9. Nature and Continuation of Aquent's Security Interest; Termination of Aquent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Reimbursement Obligations have been paid in full in cash and the Aquent Letters of Credit, as amended, extended or renewed, shall have terminated. When this Agreement has terminated, Aquent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Aquent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Aquent pursuant to this Agreement or the Reimbursement Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees to use reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or reasonably economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Aquent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Aquent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Aquent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in

connection therewith shall be for the sole account of Grantor and shall be added to the Reimbursement Obligations secured hereby.

11. Aquent's Right to Sue. From and after the occurrence of an Event of Default, Aquent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Aquent shall commence any such suit, Grantor shall, at the request of Aquent, do any and all lawful acts and execute any and all proper documents required by Aquent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Aquent for all costs and expenses incurred by Aquent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Aquent).

12. Waivers. Aquent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Aquent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Aquent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Aquent unless such suspension or waiver is in writing signed by an officer of Aquent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto; provided that Aquent may waive or grant its consent hereunder in a writing signed only by Aquent.

15. Cumulative Remedies; Power of Attorney. Until payment or satisfaction in full of the Reimbursement Obligations and termination of this Agreement, Grantor hereby irrevocably designates, constitutes and appoints Aquent (and all Persons designated by Aquent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Aquent and any of Aquent's designees, in Grantor's or Aquent's name, to take any action and execute any instrument which Aquent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of an Event of Default and the giving by Aquent of notice to Grantor of Aquent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications,

documents, papers and instruments necessary or desirable for Aquent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Aquent deems in its own best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Reimbursement Obligations shall have been paid in full in cash and this Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Aquent under the Reimbursement Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Aquent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Aquent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Aquent or any transferee of Aquent and to execute and deliver to Aquent or any such transferee all such agreements, documents and instruments as may be necessary, in Aquent's sole discretion, to effect such assignment, conveyance and transfer. All of Aquent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Reimbursement Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Aquent may exercise any of the rights and remedies provided in this Agreement and the Reimbursement Agreement. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Aquent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Aquent and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Aquent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the Commonwealth of Massachusetts.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Reimbursement Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in counterparts and by different parties hereto in separate counterparts, both 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.


21. Merger. This Agreement and the Reimbursement Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and Aquent.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


BROWNSTONE PUBLISHING, LLC

By:   
Printed: William S. Osterle  
Title: President

Accepted and agreed to as of the day and  
year first above written.

AQUENT LLC

By:

  
John H. Chuang  
President

ACKNOWLEDGMENT

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for the State of Indiana, personally appeared William S. Oesterle the President of Brownstone Publishing, LLC, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company as its duly authorized officer.

WITNESS my hand and Notarial Seal this 12<sup>th</sup> day of December, 2003.

Nicole Danielle Bieker  
Notary Public  
Nicole Danielle Bieker  
Printed

I am a resident of Hamilton County, Indiana  
My commission expires: April 14, 2003

ACKNOWLEDGMENT

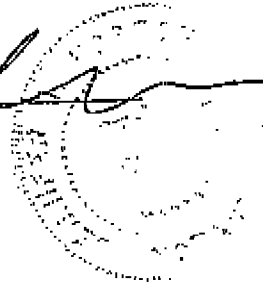
COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF SUFFOLK )

Before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared John H. Chuang, the President of Aquent LLC, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of Aquent LLC as its duly authorized officer.



WITNESS my hand and Notarial Seal this 12<sup>TH</sup> day of DECEMBER 2003.

  
\_\_\_\_\_  
Notary Public

My commission expires: DECEMBER 27, 2007



Schedule A

MARK	STATUS	FILING DATE	APP. NO.	REG. DATE	REG. NO.
ANGIE'S LIST	Registered	4/22/96	75/092,337	7/29/97	2,083,451
HOMEOWNERS GRAPEVINE	Registered	4/18/00	76/028,437	6/11/02	2,579,832
ANGIE'S LIST	Published	11/13/02	76/466,858	N/A	N/A
UNIFIED NEIGHBORS	Pending	11/20/02	76/468,677	N/A	N/A
	Registered	11/20/02	76/468,678	9/23/03	2,766,650
 ANGIE'S LIST SUPER SERVICE AWARD	Published	12/9/02	76/472,759	N/A	N/A
ANGIE'S LIST SUPER SERVICE AWARD	Registered	12/10/02	76/474,523	9/30/03	2,769,122

INDY 1286502v1

Schedule B

1. Limited Liability Company Agreement of The Thornstone Group, LLC, dated June 1, 1999, by and between Brownstone Publishing, LLC and Hawthorne Enterprises, LLC.