

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brownstone Publishing, LLC		12/10/2004	LTD LIAB JT ST CO: INDIANA

RECEIVING PARTY DATA

Name:	National City Bank of Indiana
Street Address:	One National City Center
Internal Address:	Suite 845E
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2083451	ANGIE'S LIST
Registration Number:	2579832	HOMEOWNERS GRAPEVINE
Registration Number:	2775167	ANGIE'S LIST
Registration Number:	2868487	UNIFIED NEIGHBORS
Registration Number:	2766650	A
Registration Number:	2790803	A ANGIE'S LIST SUPER SERVICE AWARD
Registration Number:	2769122	ANGIE'S LIST SUPER SERVICE AWARD

CORRESPONDENCE DATA

Fax Number: (317)237-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172370300
 Email: inteas@bakerd.com
 Correspondent Name: Baker & Daniels, c/o Amie Peele Carter
 Address Line 1: 300 N. Meridian Street

OP \$190.00 2083451

Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Amie Peele Carter
Signature:	/amiepeelecarter/
Date:	06/13/2005

Total Attachments: 5
source=Brownstone_National City Bank#page1.tif
source=Brownstone_National City Bank#page2.tif
source=Brownstone_National City Bank#page3.tif
source=Brownstone_National City Bank#page4.tif
source=Brownstone_National City Bank#page5.tif

AMENDMENT

to

TRADEMARK SECURITY AGREEMENT

This AMENDMENT (this "Amendment") is made as of December 10th, 2004, by and among Brownstone Publishing, LLC ("Brownstone") and National City Bank of Indiana ("National City").

Recitals

A. Brownstone and National City entered into the Trademark Security Agreement dated as of April 14, 2003 (the "Trademark Security Agreement").

B. Brownstone and National City have agreed to amend the Trademark Security Agreement on the terms and conditions set forth in this Amendment.

C. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Amendment and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Schedule A to the Trademark Security Agreement. Schedule A to the Trademark Security Agreement is hereby amended and restated in its entirety and is replaced by Schedule A attached to this Amendment.

2. Representations and Warranties of Brownstone. Brownstone represents and warrants to National City that (i) this Amendment and the Trademark Security Agreement as amended hereby constitute legal, valid and binding obligations of Brownstone and are enforceable against Brownstone in accordance with their terms (except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally and general principles of equity, regardless of whether the application of such principles is considered in a proceeding in equity or at law), and (ii) no default has occurred or is continuing under the Trademark Security Agreement as amended hereby.

3. References and Effect on the Trademark Security Agreement.

(a) Upon the effectiveness of this Amendment, each reference to (i) the "Agreement" in the Trademark Security Agreement and (ii) the "Trademark Security Agreement" in the Credit Agreement shall mean a reference to the Trademark Security Agreement as amended hereby.

(b) Except as specifically amended above, the Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of National City, nor constitute a waiver of any provision of the Trademark Security Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Indiana.

5. Further Assurances. Brownstone and National City shall duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be necessary or proper in the reasonable opinion of National City to carry out the provisions and purposes of this Amendment.

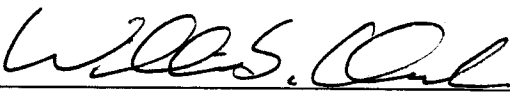
6. Headings. Headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

BROWNSTONE PUBLISHING, LLC

By: 
William S. Oesterle, President

NATIONAL CITY BANK OF INDIANA

By: 
Mark A. Hollis, Assistant Vice 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. Oesterk 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 10th day of December, 2004

Kathy S. Whitlow
Notary Public
KATHY S. WHITLOW
Printed

I am a resident of Johnson County, Indiana
My commission expires: 10/28/07

ACKNOWLEDGMENT

STATE OF INDIANA)
 SS
COUNTY OF MARION



Before me, a Notary Public in and for the State of Indiana, personally appeared Mark A. Hollis, an Assistant Vice President of National City Bank of Indiana, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said bank as its duly authorized officer.

WITNESS my hand and Notarial Seal this 10th day of December, 2004.

Kathy S. Whitlow
Notary Public
KATHY S. WHITLOW
Printed

I am a resident of Johnson County, Indiana
My commission expires: 10/28/07

SCHEDULE A
BROWNSTONE PUBLISHING, LLC TRADEMARKS

MARK	STATUS	FILING DATE	APP. NO.	REG. DATE	REG. NO.	GOODS/SERVICES
ANGIE'S LIST	Registered	4/22/96	75/092,337	7/29/97	2,083,451	Telephone referral service featuring information on home services and products recommended by consumers.
HOMEOWNERS GRAPEVINE	Registered	4/18/00	76/028,437	6/11/02	2,579,832	Referral service featuring information on home services and products recommended by consumers.
ANGIE'S LIST	Registered	11/13/02	76/466,858	10/21/2003	2,775,167	Providing ratings via a global computer network for home products and services recommended by consumers.
UNIFIED NEIGHBORS	Registered	11/20/02	76/468,677	8/3/2004	2,868,487	Newsletters featuring articles about home maintenance and home improvement, articles about consumer ratings of goods and services, discount coupons, advertising for others.
	Registered	11/20/02	76/468,678	9/23/03	2,766,650	Rating services featuring information on home services and products recommended by consumers.
 ANGIE'S LIST SUPER SERVICE AWARD	Registered	12/9/02	76/472,759	12/9/2003	2,790,803	Providing recognition and incentives by way of awards to promote excellence in the field of consumer-oriented products and services.
ANGIE'S LIST SUPER SERVICE AWARD	Registered	12/10/02	76/474,523	9/30/03	2,769,122	Providing recognition and incentives by way of awards to promote excellence in the field of consumer-oriented products and services.

INDY 1470188v1

RECORDED: 06/13/2005

TRADEMARK
REEL: 003103 FRAME: 0079