

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
HowStuffWorks, Inc.		09/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	High River Limited Partnership
Street Address:	767 Fifth Avenue, 47th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	limited partnership: DELAWARE

Name:	StuffWorks, LLC
Street Address:	5500 East Flamingo Road
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89122
Entity Type:	limited liability company: NEVADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2501638	HOW STUFF WORKS
Registration Number:	2980912	HOW STUFF WORKS
Registration Number:	2501639	HOW STUFF WORKS BY MARSHALL BRAIN
Registration Number:	2968695	HSW
Registration Number:	2610355	MARSHALL BRAIN'S HOW STUFF WORKS
Registration Number:	2522353	MARSHALL BRAIN'S HOWSTUFFWORKS
Registration Number:	2655989	MARSHALL BRAIN'S HOWSTUFFWORKS
Serial Number:	78512866	STUFFO

CH \$315.00 2501638

Serial Number:	78604124	EVER WONDER
Serial Number:	78604202	IT FEELS GOOD TO KNOW
Serial Number:	78623609	STUFF GUIDE
Serial Number:	78658374	TIME WELL WASTED

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: BROWN RUDNICK BERLACK ISRAELS LLP

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	09/30/2005

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 29th day of September, 2005, by HowStuffWorks, Inc., a Delaware corporation ("Grantor"), in favor of High River Limited Partnership, a Delaware limited partnership ("HRLP") and StuffWorks, LLC, a Nevada limited liability company ("SW" and together with HRLP, the "Lenders").

W I T N E S S E T H

WHEREAS, pursuant to that certain Note and Preferred Stock Purchase Agreement dated as of the date hereof by and among Grantor and the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), the Grantor has agreed to issue to each Lender the Note (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the terms of that certain General Security Agreement dated as of the date hereof by Grantor in favor of the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to the Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, domain names and software as set forth in the Security Agreement, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Purchase Agreement, the Note and the other Security Documents;

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

SECTION 1. Incorporation of the Purchase Agreement and the Security Agreement. The Purchase Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

SECTION 2. Interest in Trademarks. Grantor hereby certifies and represents to the Lenders that Grantor does not have any interest in, or title to, any registered trademark, domain name or software (other than off-the-shelf) other than as set forth on Schedule A attached hereto (collectively with any other trademarks, domain names or software in which Grantor has an interest, whether now owned or existing and hereafter created, acquired or arising, the "Trademarks").

SECTION 3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Security Agreement), Grantor hereby grants to the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to

as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all Trademarks, and all applications for Trademarks, including without limitation the Trademarks listed on Schedule A attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, any Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

SECTION 4. Governing Law THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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

HOWSTUFFWORKS, INC.

By: Jeff Arnold
Name: JEFF ARNOLD
Title: CEO

Agreed and Accepted
As of the Date First Written Above

HIGH RIVER LIMITED PARTNERSHIP
By: Hopper Investments, LLC, its general partner

By: _____
Name:
Title:

STUFFWORKS, LLC

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]


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

HOWSTUFFWORKS, INC.

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

HIGH RIVER LIMITED PARTNERSHIP
By: Hopper Investments, LLC, its general partner

By: 
Name: Edward Mutter
Title: Vice President

STUFFWORKS, LLC

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

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

HOWSTUFFWORKS, INC.

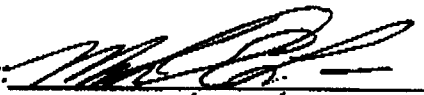
By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

HIGH RIVER LIMITED PARTNERSHIP
By: Hopper Investments, LLC, its general partner

By: _____
Name:
Title:

STUFFWORKS, LLC

By: 
Name: *Michael Luce*
Title: *Vice President*

[Signature page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>

DOMAIN NAMES

<u>Grantor</u>	<u>Domain Name</u>

SOFTWARE

TRADEMARK APPLICATIONS

**Trademark Application
Description**

U.S. Application No.

Date Applied

{88888\10109\28\2005\00519475v2}

SCHEDULE A

HOWSTUFFWORKS, INC. TRADEMARKS OR SERVICE MARKS

The following marks have been registered with or filed for registration with the United States Patent and Trademark Office

<u>Mark</u>	<u>Registered Owner</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration or Serial Number</u>
HOW STUFF WORKS	HowStuffWorks.com, Inc. assigned to HowStuffWorks, Inc.	3/28/2000	10/30/2001	Registered	2,501,638
HOW STUFF WORKS	HowStuffWorks.com, Inc.	1/6/2004	8/2/2005	Registered	2,980,912
HOW STUFF WORKS BY MARSHALL BRAIN	HowStuffWorks.com, Inc. assigned to HowStuffWorks, Inc.	3/28/2000	10/30/2001	Registered	2,501,639
HSW	HowStuffWorks.com, Inc.	1/6/2004	7/12/2005	Registered	2,968,695
MARSHALL BRAIN'S HOW STUFF WORKS	HowStuffWorks, Inc.	3/28/2000	8/20/2002	Registered	2,610,355
MARSHALL BRAIN'S HOW STUFF WORKS [LOGO]	HowStuffWorks.com, Inc. assigned to HowStuffWorks, Inc.	2/16/2001	12/25/2001	Registered	2,522,353
MARSHALL BRAIN'S HOW STUFF WORKS [LOGO]	HowStuffWorks, Inc.	6/28/2001	12/3/2002	Registered	2,655,989
STUFFO	HowStuffWorks, Inc.	11/8/2004	N/A	Published	78512866
EVER WONDER	HowStuffWorks, Inc.	4/7/2005	N/A	Filed	78604124
IT FEELS GOOD TO KNOW	HowStuffWorks, Inc.	4/7/2005	N/A	Filed	78604202
STUFF GUIDE	HowStuffWorks, Inc.	5/5/2005	N/A	Filed	78623609
TIME WELL WASTED	HowStuffWorks, Inc.	6/25/2005	N/A	Filed	78658374

TRADEMARK

REEL: 003167 FRAME: 0924

The following mark is registered with the European Union

<u>Mark</u>	<u>Registered Owner</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration or Serial Number</u>
HOW STUFF WORKS	HowStuffWorks, Inc.	5/2/04	7/18/05	Registered	003648698