

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
Hide 'N Seek, LLC		12/15/2006	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	Intersections Inc.		
Street Address:	14901 Bogle Drive		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78869530	CAPTIRA ANALYTICAL	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2023444000		
Email:	azottola@venable.com		
Correspondent Name:	A.J. Zottola, Atty for Receiving Party		
Address Line 1:	Venable, P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	27993-235324		
NAME OF SUBMITTER:	A.J. Zottola, Venable LLP		
Signature:	/a.j. zottola/		
Date:	12/28/2006		

CH \$40.00 78869530

Total Attachments: 16

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**COLLATERAL ASSIGNMENT, PATENT MORTGAGE
AND SECURITY AGREEMENT**

This Collateral Assignment, Patent Mortgage and Security Agreement (this "Assignment") is made as of the 15th of December, 2006, by and among **HIDE N' SEEK, LLC, D/B/A CAPTIRA ANALYTICAL**, an Idaho limited liability company (the "Assignor"), and **INTERSECTIONS INC.**, a Delaware corporation (the "Assignee").

RECITALS

A. The Assignor and the Assignee have entered into a Secured Loan Agreement dated as of the date hereof (the "Loan Agreement"), and pursuant to the Loan Agreement, the Assignor has issued to the Assignee a Secured Promissory Note dated the date hereof (the "Note").

B. The Loan Agreement and the Note provide for the Assignee to make certain loans for the account of the Assignor and require the Assignor to grant to the Assignee a security interest in all of the Assignor's intellectual property assets pursuant to the terms of this Assignment.

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the "Obligations" (as defined below), the Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to the Assignee, as security, but not as an ownership interest, in and to the Assignor's entire right, title and interest in, to and under its intellectual property rights (all of which shall collectively be called the "Collateral"), including, without limitation, the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights listed in Exhibit A-1 to this Assignment (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to the Assignor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

and interests of such parties in the Collateral under the Prior Security Agreements shall be subordinated to the rights and interests of the Assignee under this Assignment.

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) The Assignor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to the Assignor all rights of authorship to any copyrighted material in which the Assignor has or may subsequently acquire any right or interest.

(e) During the term of this Assignment, without the prior written consent of the Assignee, the Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by the Assignor in the ordinary course of business or as set forth in this Assignment.

(f) The Assignor shall promptly advise the Assignee of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment. Additionally, the Assignor shall use its best efforts promptly to file non-provisional patent applications in connection with the applications described on Exhibit B hereto and to cause Patents with respect thereto to issue.

(g) The Assignor shall (1) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (2) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Assignee in writing of material infringements detected and (3) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Assignee.

(h) The Assignor shall promptly register the most recent version of any of the Assignor's Copyrights (other than any Unregistered Copyright arising from the Assignor's license to use a Copyright that is generally available to the public), Trademarks or Patents, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as the Assignee may reasonably request from time to time to perfect or continue the perfection of the Assignee's interest in the Collateral.

(i) All information heretofore, herein or hereafter supplied to the Assignee by or on behalf of the Assignor with respect to the Collateral is accurate and complete in all material respects.

(j) The Assignor shall not enter into any agreement that would materially impair or conflict with the Assignor's obligations hereunder without the Assignee's prior written consent. The Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may

contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(k) Upon any executive officer of the Assignor obtaining actual knowledge thereof, the Assignor will promptly notify the Assignee in writing of any event that materially adversely affects the value of any material Collateral, the ability of the Assignor to dispose of any material Collateral or the rights and remedies of the Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

(l) Without providing at least 30 days' prior written notice to the Assignee, the Assignor will not change its name, its place of business or, if more than one, chief executive office, its mailing address or organizational identification number if it has one, or its type of organization, jurisdiction of organization or other legal structure. If the Assignor does not have an organizational identification number and later obtains one, it shall forthwith notify the Assignee of such organizational identification number.

4. Assignee's Rights. The Assignee shall have the right, but not the obligation, to take, at the Assignor's sole expense, any actions that the Assignor is required under this Assignment to take but which the Assignor fails to take, after fifteen (15) days' notice to the Assignor. The Assignor shall reimburse and indemnify the Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. The Assignor hereby grants to the Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to the Assignor, any of the Assignor's plants and facilities that manufacture, install or store products that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto as often as may be reasonably requested; provided, however, nothing herein shall entitle the Assignee access to the Assignor's trade secrets and other proprietary information.

6. Further Assurances.

(a) On a continuing basis, the Assignor will make, execute, acknowledge and deliver, and file and record, and the Assignor hereby irrevocably authorizes and empowers the Assignee in the Assignor's name to make, execute, acknowledge and deliver, and file and record at any time and from time to time, in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights without the signature of the Assignor where permitted by law, and take (and the Assignor hereby irrevocably authorizes and empowers the Assignee to take) all such action as may reasonably be deemed necessary or advisable, or as requested by the Assignee, to perfect the Assignee's security interest in the Collateral and otherwise to carry out the intent and purposes of this Assignment, or for assuring and confirming to the Assignee the grant or perfection of a security interest in all Collateral. In connection with the foregoing, the Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney-in-fact with full authority in the place and stead of the Assignor and in the name of the Assignor or otherwise, from time to time in the Assignee's discretion, to take any action and to execute any instrument, document, control

agreement, financing statement, continuation statement, amendment or other paper which the Assignee may deem necessary or advisable to accomplish any of the foregoing, such power and authority, being coupled with an interest, are irrevocable and shall not terminate until all Obligations have been fully and completely paid and discharged. Additionally, the Assignor covenants and agrees that at such time as Iron Mountain Intellectual Property Management, Inc. (the "Escrow Agent") approves the Three-Party Escrow Service Agreement to be entered into by and among the Assignor, the Assignee and the Escrow Agent in substantially the form attached hereto as Exhibit D, with such changes as the Escrow Agent may require as a condition to its approval (the "Escrow Agreement"), it shall enter into the Escrow Agreement, pursuant to which the source code with respect to the Assignor's material software shall be escrowed with the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and will be subject to release to the Assignee under the Escrow Agreement upon an Event of Default.

(b) Upon an "Event of Default" (as defined below), the Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney-in-fact, with full authority in the place and stead of the Assignor and in the name of the Assignor, the Assignee or otherwise, from time to time in the Assignee's discretion, upon the Assignor's failure or inability to do so, to take any action and to execute any instrument which the Assignee may deem necessary or advisable to accomplish the purposes of this Assignment, including without limitation to modify, in its sole discretion, this Assignment without first obtaining the Assignor's approval of or signature to such modification by amending Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by the Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which the Assignor no longer has or claims any right, title or interest.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Assignment:

(a) A default occurs under any of the Loan Documents; or

(b) The Assignor breaches or fails to perform or observe any representation, warranty or covenant made by the Assignor in this Assignment, in any of the Loan Documents, or in the Escrow Agreement.

8. Remedies. Upon the occurrence and during the continuation of any Event of Default, the Assignee shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to:

(a) require the Assignor to assemble any tangible property in which the Collateral is embodied and in which the Assignee has a security interest and to make it available to the Assignee at a place designated by the Assignee,

(b) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral, and

(c) sell or assign or grant a license to use, or cause to be sold or assigned or grant a license to use any or all of the Collateral or any part thereof, in each case, free of all rights and claims of the Assignor therein and thereto, except to the extent such actions would violate restrictions against assignments contained in any Collateral in which the Assignor's rights arise by contract or license. In that connection, the Assignee shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Assignee or its nominee and the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Assignee may deem to be necessary or appropriate to comply with any law, rule or regulation having applicability to such sale or assignment and (i) requirements for any necessary governmental approvals. To the extent not inconsistent with any license or contract under which the Assignor's rights arise, the Assignee shall have a nonexclusive, royalty-free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit the Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. The Assignor will pay any expenses (including reasonable attorney's fees) incurred by the Assignee in connection with the exercise of any of the Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Assignee's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. The Assignor agrees to defend, indemnify and hold harmless the Assignee and its successors, representatives, agents and permitted assigns against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Assignment, and (b) all losses or expenses in any way suffered, incurred, or paid by the Assignee or its successors, representatives, agents and permitted assigns as a result of or in any way arising out of, following or consequential to transactions between the Assignee and the Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of the Assignee's gross negligence or willful misconduct.

10. Release. At such time as the Assignor shall completely satisfy all of the Obligations, the Assignee shall execute and deliver to the Assignor all assignments and other instruments as may be reasonably necessary or proper to terminate the Assignee's security interest and any conditional assignment in the Collateral, subject to any disposition of the Collateral which may have been made by the Assignee pursuant to this Assignment. For the purpose of this Assignment, the Obligations shall be deemed to continue if the Assignor enters into any bankruptcy or similar proceeding at a time when any amount paid to the Assignee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

11. No Waiver. No course of dealing between the Assignor and the Assignee, nor any failure to exercise nor any delay in exercising, on the part of the Assignee, any right, power, or privilege under this Assignment or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Assignment or any other agreement by the Assignee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by the Assignee.

12. Rights Are Cumulative. All of the rights and remedies with respect to the Collateral, whether established by this Assignment or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

13. Attorneys' Fees. If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto. This Assignment and the documents relating hereto comprise the entire agreement of the parties with respect to the matters addressed in this Assignment.

15. Severability. The provisions of this Assignment are severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Assignment in any jurisdiction.

16. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

17. Governing Law and Jurisdiction. This Assignment shall be governed by the laws of the Commonwealth of Virginia, without regard for choice of law provisions. Any legal action or proceeding with respect to this Assignment or for recognition and enforcement of any judgment in respect hereof shall be brought and determined either in any state court located in Fairfax County, Virginia or any federal court located in Alexandria, Virginia and the Assignor hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. The Assignor hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counter claim or otherwise, in any action or proceeding with respect to this Assignment, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Assignment, or the subject matter hereof, may not be enforced in or by such courts.

18. **WAIVER OF RIGHT TO JURY TRIAL.** THE ASSIGNOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (A) THIS ASSIGNMENT, (B) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN THE ASSIGNEE AND THE ASSIGNOR, OR (C) ANY CONDUCT, ACTS OR OMISSIONS OF THE ASSIGNEE OR ANY OF ITS SUCCESSORS, REPRESENTATIVES, AGENTS OR PERMITTED ASSIGNS OR ANY

OTHER PERSONS AFFILIATED WITH THE ASSIGNEE; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

Address of Assignor:

Captira
3380 Americana Terrace, Suite 310
Boise, ID 83706

ASSIGNOR:

By: *Daniel Kern*
Name: *Daniel Kern*
Title: *President*

Address of Assignee:

Intersections Inc.
14901 Bogle Drive, Suite 300
Chantilly, Virginia 20151

ASSIGNEE:

By: *John Scanlon*
Name: *John Scanlon*
Title: *EVP*

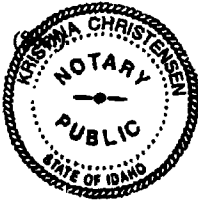


STATE OF IDAHO)
) ss.
COUNTY OF Canyon)

On 15th of December, 2006, before me, Kristina Christensen
Notary Public, personally appeared
Daniel Kern, the President [title] of Hide N'
Seek, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

Kristina Christensen
Notary Public
expires June 28, 2011



COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX)

On December 15, 2006, before me, Tammie Ethner
John Scanlon, EVP Notary Public, personally appeared
[title] of Intersections Inc., personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Tammie L Ethner
Notary Public

(Seal)

my comm exp: 11-30-09

**EXHIBITS
TO
COLLATERAL ASSIGNMENT, PATENT MORTGAGE
AND SECURITY AGREEMENT**

EXHIBIT "A-1"

REGISTERED COPYRIGHTS

REG. NO.
TXu1-318-401

REG. DATE
August 11, 2006

COPYRIGHT
Captira, Retail Edition

EXHIBIT "A-2"

UNREGISTERED RIGHTS

DESCRIPTION OF COPYRIGHTS

There are two pending copyright registration applications – one for Captira, Surety Edition and one for Captira, General Agent Edition. Both were filed on August 11, 2006 with the Library of Congress.

[REMAINDER OF EXHIBIT REDACTED]

EXHIBIT "A-3"

DESCRIPTION OF LICENSE AGREEMENTS

[REMAINDER OF EXHIBIT REDACTED]

EXHIBIT "B"

PATENTS

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
HIDE301.PCT	International	PCT/US06/60303	10/27/06	PENDING

EXHIBIT "C"
TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>STATUS</u>
Captira Analytical	US	78869530	9/27/06 non-final action written and delivered to applicant. The Trademark Office is requiring a disclaimer of the word ANALYTICAL to place the application in condition for allowance.