

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CreditCards.com, Inc.	FORMERLY Demarseco Holdings, Inc.	03/12/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2200 Ross Avenue		
Internal Address:	Suite 4500W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78947265	NETFINITI	
Serial Number:	78947260	CREDITCARDS.COM	
Serial Number:	78947253	WHERE THE CHOICE IS YOURS	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-758-3552		
Email:	dcollins@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011381.0101		

OP \$90.00 78947265

900073307

TRADEMARK  
REEL: 003513 FRAME: 0579

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	04/03/2007
<p>Total Attachments: 11</p> <p>source=IP Security Agmt#page1.tif</p> <p>source=IP Security Agmt#page2.tif</p> <p>source=IP Security Agmt#page3.tif</p> <p>source=IP Security Agmt#page4.tif</p> <p>source=IP Security Agmt#page5.tif</p> <p>source=IP Security Agmt#page6.tif</p> <p>source=IP Security Agmt#page7.tif</p> <p>source=IP Security Agmt#page8.tif</p> <p>source=IP Security Agmt#page9.tif</p> <p>source=IP Security Agmt#page10.tif</p> <p>source=IP Security Agmt#page11.tif</p>	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of March 12, 2007, by CREDITCARDS.COM, INC. (formerly known as DEMARSECO HOLDINGS, INC.), a Delaware corporation ("Grantor") in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Grantor, CCCI Holdings, Inc., Agent and Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make Loans to the Borrower (collectively, the "Loans");

**WHEREAS**, the Grantor will derive substantial direct and indirect benefit from the Loans and other financial accommodations provided by the Lenders under the Credit Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Agent for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. **Grant of Security Interest.** To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantor's obligations under the Credit Agreement, Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States

intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the “Trademarks”);

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(d) The U.S. and foreign copyrights and copyright applications set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Copyrights”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the IP Collateral shall not include licenses that by their terms will terminate if assigned or encumbered.

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Commissioner of Copyrights (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, in connection with the exercise of rights and remedies as set forth in the Security Agreement, Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders. Nothing herein shall be construed as granting any ownership interest in the Collateral prior to such a request from Agent.

4. Power of Attorney. Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary to accomplish the purposes of this IP Security Agreement. This authority includes, without

limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Secured Obligations (as defined in the Security Agreement) have been paid in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) the Secured Obligations (as defined in the Security Agreement) have been paid in full and (b) the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations

and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, semi-annually, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Transaction Documents, the provisions of the Credit Agreement or the other Transaction Documents shall govern.

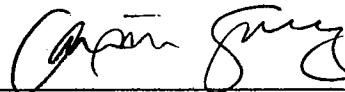
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

CREDITCARDS.COM, INC.  
(f/k/a DEMARSECO HOLDINGS, INC.),  
as Borrower

By: \_\_\_\_\_

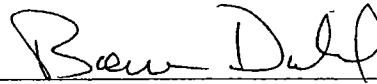


Chris Speltz  
Chief Financial Officer

**AGENT:**

**AMERICAN CAPITAL FINANCIAL SERVICES,  
INC.**

By:

A handwritten signature in black ink, appearing to read "Bowen Diehl", written over a horizontal line.

Bowen Diehl  
Vice President

[Signature Page to Intellectual Property Security Agreement]

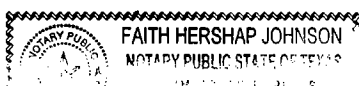
**TRADEMARK**  
**REEL: 003513 FRAME: 0586**



# ACKNOWLEDGMENT

STATE OF Texas :  
: SS  
COUNTY OF Travis :

Before me, the undersigned, a Notary Public, on this 12<sup>th</sup> day of March, 2007, personally appeared Chris Speltz to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of CreditCards.com, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Chris Speltz acknowledged said instrument to be his free act and deed.



Faith Johnson  
Notary Public  
My Commission Expires: 8/29/09



State of Texas County of Travis  
Sworn to and subscribed before me this 12<sup>th</sup> day of March, 20 07  
Faith Johnson Notary Public

**SCHEDULE A**

**SCHEDULE A**

**PATENT COLLATERAL**

Registered Patents

None.

Pending Patent Applications

None.

**SCHEDULE B**

**TRADEMARK COLLATERAL**

Registered Trademarks

None.

Pending Trademark Applications

Serial Number 78947265: stylized form of NETFINITI

Serial Number 78947260: stylized form of CreditCards.com

Serial Number 78947253: standard character form of WHERE THE CHOICE IS YOURS

## SCHEDULE C

### DOMAIN NAMES

Domain Name	
best-student-credit-cards.com	imgsynergy.com
consumer-credit-card-guide.com	low-interest-credit-cards.us
consumercreditcardguide.com	netfiniti.com
consumercreditcardsguide.com	personalfinancecenter.com
consumer-credit-cards-guide.com	personelfinancecenter.com
creditcardapplicationcenter.com	pre-paid-credit-cards.com
creditcardapplicationscenter.com	searchforacreditcard.com
credit-card-applications-center.com	
creditcarddealz.com	
credit-card-offer.com	
creditcards.com	
creditcard.com	
credit-card.com	
credit-cards.com	
credit-cards-compared.com	
frequent-flyer-credit-cards.com	

**SCHEDULE D**

**COPYRIGHT COLLATERAL**

**Registered Copyrights**

None.

**Pending Copyright Applications**

None.

[Signature Page to Intellectual Property Security Agreement]