

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CreditCards.com, Inc.		06/18/2007	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:	78947253	WHERE THE CHOICE IS YOURS	
Serial Number:	78947260	CREDITCARDS.COM	
Serial Number:	78947265	NETFINITI	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011107.0247		
NAME OF SUBMITTER:	Darren W. Collins		

TRADEMARK

900079960

REEL: 003565 FRAME: 0937

OP \$90.00 78947253

Signature:

/Darren W. Collins/

Date:

06/21/2007

Total Attachments: 5

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## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is made as of June 18, 2007, by and between CreditCards.com, Inc. (formerly known as DeMarseCo Holdings, Inc.), a Delaware corporation (the "Grantor"), and American Capital Financial Services, Inc., a Delaware corporation, as agent for the Lenders (in such capacity, the "Agent").

WHEREAS, the Grantor, CCCI Holdings, Inc., a Delaware corporation, the Agent and the Lenders (collectively, the "Credit Parties") entered into a Credit Agreement, dated as of October 30, 2006 (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor entered into an Intellectual Property Security Agreement (the "IP Security Agreement") in favor of the Agent and the Lenders, dated as of October 30, 2006;

WHEREAS, the Credit Parties entered into an Amended and Restated Credit Agreement, effective as of the date hereof (the "Amended and Restated Credit Agreement"), which such Amended and Restated Credit Agreement amended and restated the Credit Agreement;

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantor and the Agent intend to make certain amendments to the IP Security Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Amended and Restated Credit Agreement.

2. **Amendment to IP Security Agreement.** Effective as of the date hereof, the IP Security Agreement is hereby amended as follows:

2.1 **Grant of Security Interest.** The first paragraph of Section 1 of the IP Security Agreement is hereby amended and restated in its entirety to read as follows:

"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 (other than with respect to the Convertible Junior PIK Notes), 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");"

3. **Effectiveness of Amendment.** This Amendment shall be effective upon receipt by the Agent of:

- (a) An executed copy of this Amendment; and
- (b) Such other documents and instruments as the Agent may reasonably request to reflect the changes set forth in this Amendment.

4. **Ratifications, Representations and Warranties.**

(a) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the IP Security Agreement are ratified and confirmed and shall continue in full force and effect. The Grantor and the Agent agree that the IP Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its respective terms.

(b) To induce the Agent to enter into this Amendment, the Grantor ratifies and confirms each representation and warranty set forth in the Amended and Restated Credit Agreement and the IP Security Agreement as if such representations and warranties were made on the even date herewith, and further represents and warrants that (i) there has occurred since the date of the last financial statements delivered to the Agent no event or circumstance that has resulted or could reasonably be expected to result in a Material Adverse Effect, (ii) no Event of Default exists on the date hereof and (iii) the Grantor is fully authorized to enter into this Amendment.

5. **Benefits.** This Amendment shall be binding upon and inure to the benefit of the Agent and the Grantor, and their respective successors and assigns; provided, however, that the Grantor may not, without the prior written consent of the Agent, assign any rights, powers, duties or obligations under this Amendment, the Amended and Restated Credit Agreement, the IP Security Agreement or any of the other Transaction Documents.

6. **Construction.** This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

7. **Invalid Provisions.** If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

8. **Entire Agreement.** The IP Security Agreement, as amended by this Amendment, along with the other Transaction Documents, contain the entire agreement among the parties regarding the subject matter hereof and supersede all prior written and oral agreements and understandings among the parties hereto regarding same.

9. **Reference to Amended and Restated Credit Agreement.** The Amended and Restated Credit Agreement, the IP Security Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Amended and Restated Credit Agreement, as amended hereby, are hereby amended so that any reference in the Amended and Restated Credit Agreement or the other Transaction Documents to the IP Security Agreement shall mean a reference to the IP Security Agreement as amended hereby.

10. **Counterparts.** This Amendment may be separately executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.

11. **Effect of Amendment.** This Amendment renews, extends, modifies and carries forward, but does not extinguish, the pledges made and security interests granted in the IP Security Agreement.

*[remainder of page intentionally left blank; signature page follows]*

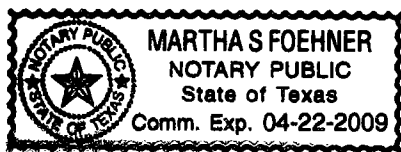
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CREDITCARDS.COM, INC.  
(f/k/a DeMarseCo Holdings, Inc.),  
as Grantor

By: Elisabeth DeMarse  
Elisabeth DeMarse  
President and Chief Executive Officer

STATE OF Texas )  
COUNTY OF Travis ) SS:

14th BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this day of June, 2007, personally appeared Elisabeth DeMarse to me known personally, and who, being by me duly sworn, deposes and says that she is the President and Chief Executive Officer of CreditCards.com, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Elisabeth DeMarse acknowledged said instrument to be the free act and deed of said corporation.



Martha S. Foehner  
Notary Public

My Commission Expires: 4-22-09

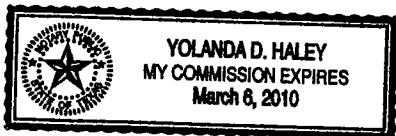
AGENT:

AMERICAN CAPITAL FINANCIAL SERVICES,  
INC.

By: Bowen Diehl  
Bowen Diehl  
Senior Vice President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) SS:

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of June, 2007, personally appeared Bowen Diehl to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of American Capital Financial Services, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Bowen Diehl acknowledged said instrument to be the free act and deed of said corporation.



Yolanda D. Haley  
Notary Public  
My Commission Expires: March 6, 2010