

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b> | Intellectual Property Security Agreement |

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type                           |
|---------------------|----------|----------------|---------------------------------------|
| Vantage Media LLC   |          | 02/13/2008     | LIMITED LIABILITY COMPANY: CALIFORNIA |
| VM Holdings, LLC    |          | 02/13/2008     | LIMITED LIABILITY COMPANY: DELAWARE   |
| Secure A Quote, LLC |          | 02/13/2008     | LIMITED LIABILITY COMPANY: CALIFORNIA |

**RECEIVING PARTY DATA**

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | Bank of America, N.A., as Administrative Agent |
| <b>Street Address:</b>   | 2001 Clayton Road, Floor 2, Building B         |
| <b>Internal Address:</b> | Mail Code: CA4-702-02-25                       |
| <b>City:</b>             | Concord  |
| <b>State/Country:</b>    | CALIFORNIA                                     |
| <b>Postal Code:</b>      | 94502  |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES    |

**PROPERTY NUMBERS Total: 4**

| Property Type        | Number   | Word Mark     |
|----------------------|----------|---------------|
| Registration Number: | 2491151  | EDU.COM       |
| Registration Number: | 2439468  | EDU.COM       |
| Serial Number:       | 77023300 | VANTAGE MEDIA |
| Serial Number:       | 77026320 | 1-800-COLLEGE |

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8464  
 Email: paula.mazzeo@bingham.com  
 Correspondent Name: Paula A. Mazzeo

OP \$115.00 2491151

Address Line 1: 150 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Paula A. Mazzeo |
| Signature:         | /PAMazzeo/      |
| Date:              | 02/14/2008      |

**Total Attachments: 12**

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**INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

**THIS AGREEMENT**, dated as of February 13, 2008 (this "Agreement"), is entered into by and among **VANTAGE MEDIA LLC**, a California limited liability company (the "Borrower"), **VM HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **SECURE A QUOTE, LLC**, a California limited liability company ("SAQ"), and any other Person which may become a Subsidiary and a party hereto pursuant to a duly Joinder Agreement (each individually, a "Grantor", and together with the Borrower, Holdings and SAQ and their respective successors in title and assigns, collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, as administrative agent for the Secured Parties (hereinafter, together with its successors in title and assigns, the "Administrative Agent"), L/C Issuer and Swing Line Lender.

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, the financial institutions party thereto from time to time (collectively, the "Lenders") and the Administrative Agent (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans and otherwise extend credit to the Borrower; and

**WHEREAS**, in order to induce the Lenders to enter into the Credit Agreement and other Loan Documents and to make Loans and otherwise extend credit to the Borrower, each of the Grantors has agreed, upon the terms contained in the Credit Agreement and the Security Agreement (as defined below) to grant to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of each of the Grantors in order to secure all of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, each of the Grantors has executed the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), granting to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interests in and Liens upon, *inter alia*, all of the Intellectual Property Collateral of each such Grantor; and

**WHEREAS**, upon the terms contained in the Credit Agreement and the Security Agreement, each of the Grantors has agreed to execute and deliver to the Administrative Agent this Agreement, which is supplemental to the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following term shall have (unless otherwise provided elsewhere in this Agreement) the following meaning:

(a) "**Intellectual Property Collateral**" shall mean, subject to Section 2 hereof, all of the right, title and interest of each Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its IP Rights consisting of trademarks (its "Trademarks") and licenses to Trademarks to which it is a party (its "Trademark Licenses"), including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its IP Rights consisting of patents (its "Patents") and licenses to Patents to which it is a party (its "Patent Licenses"), including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its IP Rights consisting of copyrights (its "Copyrights") and licenses to Copyrights to which it is a party (its "Copyrights Licenses") including, without limitation, all of those referred to in Schedule III hereto;

(iv) all of its IP Rights in and to domain names (its "Domain Names") and licenses to Domain Names to which it is a party (its "Domain Name Licenses"), including, without limitation, all of those referred to in Schedule IV hereto;

(v) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(vi) all goodwill of the businesses of such Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark License, Patent, Patent License, Copyright and Copyright License and Domain Name and Domain Name License; and

(vii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark Licensed under any Trademark License, (B) injury to any goodwill associated with any Trademark or any Trademark Licensed under any Trademark License, (C) infringement of any Patent or any Patent Licensed under any Patent License, (D) injury to any goodwill associated with any Patent or any Patent Licensed under any Patent License, (E) infringement of any Copyright or any Copyright Licensed under any Copyright License, (F) injury to any goodwill associated with any Copyright or any Copyright Licensed under any Copyright License or (G) injury to any goodwill associated with any Domain Name or Domain Name License.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Revolving Credit Commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

## **2. Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and

Lien upon all of the right, title and interest of such Grantor to, in and under the Intellectual Property Collateral.

(b) The grant of the security interest contained in Section 2(a) above shall not extend to, and the term "Intellectual Property Collateral" shall not include, any directly held general intangibles, now or hereafter held or owned by any of the Grantors, to the extent, in each case, that (i) a security interest may not be granted by such Grantor in such directly held general intangibles as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(c) The grant of the security interest contained in Section 2(a) above shall extend to, and the term "Intellectual Property Collateral" shall include, (i) any and all proceeds of such directly held general intangibles to the extent that the proceeds are not themselves directly held general intangibles subject to Section 2(b) above and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded directly held general intangibles being obtained, thereafter such directly held general intangibles.

**3. Covenants.** Each Grantor covenants and agrees with the Administrative Agent as follows:

(a) In the event that such Grantor shall file any application for the registration of any Domain Name, Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any domain name registry; any State thereof or any other jurisdiction, domestic or foreign, such Grantor shall (i) notify the Administrative Agent at the times set forth in Section 6.02(h) of the Credit Agreement and (ii) promptly and upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent's security interests in and Liens upon such Domain Name, Trademark, Patent or Copyright, and all of the general intangibles of such Grantor relating thereto or represented thereby.

(b) Each such Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents, Copyrights and Domain Names (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Administrative Agent.

(c) Schedule IV sets forth the names and contact information for each registry at which any Domain Names are registered as of the date hereof. Without the Administrative Agent's prior written consent (such consent not to be unreasonably withheld), such Grantor shall not change domain name registrars or establish domain name registration agreements with any new domain name registrars.

(d) Such Grantor shall renew its IP Rights in existing Domain Names and shall make all payments to domain name registrars necessary to maintain such Domain Names, except to the extent that failure to maintain any such Domain Names would not result, either individually or in the aggregate, a Material Adverse Effect.

(e) Such Grantor agrees to enter into a domain name assignment agreement substantially in the form of Exhibit A attached hereto (each a "Domain Name Assignment Agreement") with the Administrative Agent with respect to all Domain Names registered with GoDaddy.com, Inc., an Arizona corporation, and each other registrar at which any Domain Names are registered at any time,

provided that the Administrative Agent shall not submit any such Domain Name Assignment Agreement to the applicable registrar unless an Event of Default has occurred and is continuing.

4. **Security Agreement.** The security interests and Liens granted by each Grantor to the Administrative Agent pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by each Grantor to the Administrative Agent pursuant to the Security Agreement. Each Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with this Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

5. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Agreement shall terminate upon the. Upon any termination of the Liens created hereunder upon the payment in full of the Obligations, the Administrative Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). EACH OF THE GRANTORS AND THE ADMINISTRATIVE AGENT HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. THE ADMINISTRATIVE AGENT AND EACH OF THE GRANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS

CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE ADMINISTRATIVE AGENT OR THE GRANTORS, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

9. **Expenses.** In the event that any or all of the Grantors shall fail to comply with the provisions of this Agreement or any other Collateral Document, such that the validity, perfection or rank of any Liens created hereunder is thereby materially diminished, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Administrative Agent for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

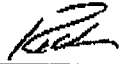
**Grantors:**

**VANTAGE MEDIA LLC**

By: VM Holdings, LLC, its sole member

By:   
Name: Rob Chrono  
Title: Chief Financial Officer


**VM HOLDINGS, LLC**

By:   
Name: Rob Chrono  
Title: Chief Financial Officer

**SECURE A QUOTE, LLC**

By: Vantage Media LLC, its sole member

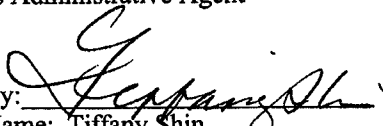
By: VM Holdings, LLC, its sole member

By:   
Name: Rob Chrono  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Agreement]



Accepted and Agreed:  
**BANK OF AMERICA, N.A.**  
as Administrative Agent

By:   
Name: Tiffany Shin  
Title: Assistant Vice President

[Signature Page to Intellectual Property Agreement]

**SCHEDULE I**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

| <u>Grantor</u>       | <u>Mark</u>               | <u>Reg. No.</u>  | <u>Date</u> |
|----------------------|---------------------------|------------------|-------------|
| VM Holdings, LLC:    | None                      |                  |             |
| Secure A Quote, LLC: | None                      |                  |             |
| Vantage Media LLC:   | "Edu.com" (words only)    | Reg. No. 2491151 | 9/18/2001   |
|                      | "Edu.com" (typed drawing) | Reg. No. 2439468 | 3/27/2001   |

**II. TRADEMARK APPLICATIONS.**

| <u>Grantor</u>       | <u>Mark</u>                        | <u>Serial. No.</u>    | <u>Date</u> |
|----------------------|------------------------------------|-----------------------|-------------|
| VM Holdings, LLC:    | None                               |                       |             |
| Secure A Quote, LLC: | None                               |                       |             |
| Vantage Media LLC:   | "Vantage Media"<br>(typed drawing) | Serial No. 77/023,300 | 10/17/2006  |
|                      | "1-800-COLLEGE"                    | Serial No. 77/026,320 | 10/20/2006  |

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS.**

| <u>Grantor</u>       | <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------------|---------------|-----------------|-------------|
| VM Holdings, LLC:    | None          |                 |             |
| Secure A Quote, LLC: | None          |                 |             |
| Vantage Media LLC:   | None          |                 |             |

**II. PATENT APPLICATIONS.**

| <u>Grantor</u>       | <u>Patent Application No.</u> | <u>Application No.</u> | <u>Date</u> |
|----------------------|-------------------------------|------------------------|-------------|
| VM Holdings, LLC:    | None                          |                        |             |
| Secure A Quote, LLC: | None                          |                        |             |
| Vantage Media LLC:   | None                          |                        |             |

**SCHEDULE III**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS.**

| <u>Grantor</u>       | <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------------|------------------|-----------------|-------------|
| VM Holdings, LLC:    | None             |                 |             |
| Secure A Quote, LLC: | None             |                 |             |
| Vantage Media LLC:   | None             |                 |             |

**II. COPYRIGHT APPLICATIONS.**

| <u>Grantor</u>       | <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|----------------------|------------------|------------------------|-------------|
| VM Holdings, LLC:    | None             |                        |             |
| Secure A Quote, LLC: | None             |                        |             |
| Vantage Media LLC:   | None             |                        |             |

**SCHEDULE IV**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. DOMAIN NAME REGISTRATIONS.**

| <u>Grantor</u>       | <u>Domain Name</u>  | <u>Registrar</u>   |
|----------------------|---|--|
| VM Holdings, LLC:    | None  |  |
| Secure A Quote, LLC: | www.secureaquote.com  | <u>Wild West Domains</u>   |
| Vantage Media LLC:   | See attached spreadsheet  | <u>GoDaddy</u><br>14455 N. Hayden Rd.<br>Suite 219<br>Scottsdale, AZ 85260<br>Phone: (480) 505-8855<br>www.godaddy.com |
|                      | <u>1-800-college.ca</u><br><u>1-800college.ca</u><br><u>1800-college.ca</u><br><u>1800college.ca</u><br><u>800-college.ca</u><br><u>800college.ca</u><br><u>vantagemedia.ca</u> | <u>domainsatcost.ca</u><br><br>26 Auriga Drive<br>Ottawa, Ontario Canada K2E 8B7<br>Phone: +1-613-768-5125             |

**II. DOMAIN NAME LICENSES.**

| <u>Grantor</u>       | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------------|--------------------------|--------------------------|----------------|
| VM Holdings, LLC:    | None                     |                          |                |
| Secure A Quote, LLC: | None                     |                          |                |
| Vantage Media LLC:   | None                     |                          |                |

**DOMAIN NAME REGISTRATIONS**

Grantor

Vantage Media LLC

Domain Name

Spreadsheet on file with Administrative Agent

Registrar

GoDaddy