

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
Classmates Online, Inc.		08/11/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	5820 Canoga Avenue, #210
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2755056	CLASSMATES
Registration Number:	2758007	CLASSMATES
Registration Number:	2859283	CLASSMATES
Registration Number:	2788141	CLASSMATES CONNECTIONS
Registration Number:	2690035	CLASSMATES THE WORLD'S BEST PLACE TO REUNITE
Registration Number:	3256093	REAL PEOPLE. REAL CONNECTIONS.
Serial Number:	77341718	REAL PEOPLE. REAL NAMES.
Registration Number:	2706267	
Registration Number:	3372057	CLASSMATES.COM
Registration Number:	3372001	CLASSMATES.COM
Registration Number:	2584325	CLASSMATES.COM
Registration Number:	3276058	

CORRESPONDENCE DATA

CH \$315.00 2755056

Fax Number: (650)849-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650)849-4400
Email: mary.zimmerman@bingham.com
Correspondent Name: Mary R. Zimmerman
Address Line 1: Bingham McCutchen LLP
Address Line 2: Three Embarcadero Center
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2073414-0000333626
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	08/13/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2008, is entered into by and between CLASSMATES ONLINE, INC., a Washington corporation located at 2001 Lind Ave. SW, #500, Renton, WA 98055 (the "Grantor") and SILICON VALLEY BANK, a California banking corporation located at 5820 Canoga Avenue, #210, Woodland Hills, CA 91367 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of August 11, 2008, among the Assignee, the Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of August 11, 2008, among UNITED ONLINE, INC., a Delaware corporation, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, the parties have agreed to execute this Agreement and to record it in the United States Patent and Trademark office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or at any time hereafter acquired by such Grantor, or in which Grantor now has, or at any time in the future may acquire, any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations; provided, however, that notwithstanding any other provisions set forth in this Paragraph 1, this Agreement shall not constitute a grant of a security interest in any applications for trademarks or services marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d).

(b) For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business connected with the use of or symbolized therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof,

and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(c) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(d) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR:

CLASSMATES ONLINE, INC.

By: 

Name: Mark R. Goldston

Title: Chief Executive Officer

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the undersigned has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR:

CLASSMATES ONLINE, INC.

By: _____
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Mark Turk
Name: Mark Turk
Title: Senior Relationship Manager

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS:

No.	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	Classmates Online, Inc.	CLASSMATES	2,755,056	8/26/03
2.	Classmates Online, Inc.	CLASSMATES	2,758,007	9/2/03
3.	Classmates Online, Inc.	CLASSMATES & Design	2,859,283	07/06/04
4.	Classmates Online, Inc.	Classmates Connections	2,788,141	12/02/03
5.	Classmates Online, Inc.	Classmates the World's Best Place to Reunite (and design)	2,690,035	02/25/03
6.	Classmates Online, Inc.	Real People. Real Connections	3,256,093	06/26/07
7.	Classmates Online, Inc.	Real People. Real Names	77/341,718	11/30/07
8.	Classmates Online, Inc.	Design only (Sunburst)	2,706,267	04/15/03
9.	Classmates Online, Inc.	Classmates.com	3,372,057	01/22/08
10.	Classmates Online, Inc.	Classmates.com	3,372,001	01/22/08
11.	Classmates Online, Inc.	Classmates.com	2,584,325	06/25/02
12.	Classmates Online, Inc.	SHADED SMILE Design	3,276,058	06/09/03