

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
INTERNET BRANDS, INC.		10/07/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78805454	GREENLIGHT.COM
Serial Number:	78159836	CAD CLASS A DRIVERS
Serial Number:	78293201	BRAND X
Serial Number:	77041102	IB INTERNET BRANDS
Serial Number:	75598861	CARSDIRECT.COM
Serial Number:	78152725	CARSDIRECT.COM REAL PRICES
Serial Number:	75937613	MATCHMATE
Serial Number:	75937612	MILEAGEMATE
Serial Number:	75598872	CARSDIRECT
Serial Number:	75472813	DOITYOURSELF.COM

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8586386733

CH \$265.00 78805454

Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER US LLP
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN JOSE, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-192
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	10/07/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and INTERNET BRANDS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other Borrowers dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INTERNET BRANDS, INC.

909 N. Sepulveda Blvd, 11th Floor
El Segundo, CA 90245

By: 

Attn: Scott Friedman, CEO

Title: Chief Executive Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INTERNET BRANDS, INC.

909 N. Sepulveda Blvd, 11th Floor
El Segundo, CA 90245

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title: SRM _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DoltYourself.com: website as of 11/11/2002	TX0005724654	1/27/02

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Event Log	6898597	5/24/05

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GREENLIGHT.COM	78805454	2/2/06
CAD CLASS A DRIVERS	78159836	8/20/02
BRAND X	78293201	8/28/03
Internet Brands	77041102	11/10/06
CARSDIRECT.COM	75598861	12/3/98
CARSDIRECT.COM REAL PRICES	78152725	8/9/02
MATCHMATE	75937613	2/28/00
MILEAGEMATE	75937612	2/28/00
CARSDIRECT	75598872	12/3/98
DOITYOURSELF.COM	75472813	4/23/98