

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 |
| PROXILAW, INC. | | 10/31/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 75 East Trimble Road, M/C 4770 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94131 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2836646 | PROXILAW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)833-2001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 650-833-2247 | | |
| Email: | charlotte.fu@dlapiper.com | | |
| Correspondent Name: | Charlotte X. Fu | | |
| Address Line 1: | DLA Piper US LLP | | |
| Address Line 2: | 2000 University Avenue | | |
| Address Line 4: | East Palo Alto, CALIFORNIA 94303 | | |
| ATTORNEY DOCKET NUMBER: | 355281-60 | | |
| NAME OF SUBMITTER: | Charlotte X. Fu | | |
| Signature: | /s/ Charlotte X. Fu | | |
| Date: | 11/12/2008 | | |

CH \$40.00 2836646

Total Attachments: 6

source=Legalzoom-Proxilaw-IP Agmt-20081031#page1.tif

source=Legalzoom-Proxilaw-IP Agmt-20081031#page2.tif

source=Legalzoom-Proxilaw-IP Agmt-20081031#page3.tif

source=Legalzoom-Proxilaw-IP Agmt-20081031#page4.tif

source=Legalzoom-Proxilaw-IP Agmt-20081031#page5.tif

source=Legalzoom-Proxilaw-IP Agmt-20081031#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2008 by and between COMERICA BANK ("Bank") and PROXILAW, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to LEGALZOOM.COM, INC., a Delaware corporation (the "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into that certain Unconditional Guaranty of even date herewith (as amended from time to time, the "Guaranty") and that certain Third Party Security Agreement of even date herewith granting Bank a security interest in all of Grantor's assets to secure the present and future obligations of Grantor to Bank (as amended from time to time, the "Security Agreement" or together with the Guaranty and this Agreement, the "Guaranty Documents"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty Documents and otherwise (the "Guarantor Obligations"). All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Guaranty Documents, 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 (as defined in the Guaranty Documents).

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 Guaranty Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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 other Guaranty Documents. 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 the other Guaranty 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 the Guaranty 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 Guaranty 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of Page Left Blank]

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:

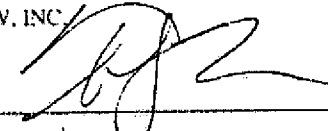
7083 Hollywood Blvd., Suite 180
Los Angeles, CA 90028
Attn: Chief Executive Officer

PROXILAW, INC

By:

Name:

Title:



Fred Krupica
Chief Financial Officer

BANK:

Address of Bank:

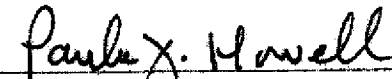
75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By:

Name:

Title:



PAULA J. HOWELL
SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

| | <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|--------------------|----------------------------|--------------------------|
| | None. | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent Application No./Issued Patent No.</u> | <u>Application/Registration Date</u> |
|--------------------|---|--|
| None. | | |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| PROXILAW | 2836646 | 4/27/2004 |