

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
TasteBook, Inc.		05/19/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Random House, Inc.		
Street Address:	1745 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3492566	TASTEBOOK	
CORRESPONDENCE DATA			
Fax Number:	(703)720-8610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-720-8078		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	Robin Taylor		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	1600 Tysons Boulevard, Suite 700		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	087213.13/MADREWS		
NAME OF SUBMITTER:	Robin Taylor		
Signature:	/Robin Taylor/		
Date:	05/20/2009		

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Total Attachments: 7

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into this 19th day of May 2009, between Random House, Inc. ("**Secured Party**"), and TasteBook, Inc., a California corporation ("**Debtor**").

1. **RECITALS.** The parties hereby acknowledge the following:
 - 1.1. Debtor is the maker of certain convertible secured promissory notes (the "**Notes**") of even date herewith, or issued after the date hereof at subsequent closings, in the aggregate principal amount of up to Seven Hundred and Fifty Thousand Dollars (\$750,000) payable to the Secured Party pursuant to the terms of a Note and Warrant Purchase Agreement, of even date herewith (the "**Purchase Agreement**"). A copy of the form of Note is attached to the Purchase Agreement;
 - 1.2. Debtor is entering into this Security Agreement in order to secure its obligations to the Secured Party, as stated in the Notes;
 - 1.3. It is a condition precedent to the Secured Party's loan evidenced by the Notes (the "**Loan**") that the Debtor validly execute and deliver this Security Agreement;
 - 1.4. Debtor is also issuing, as a condition precedent to the Loan, a Warrant of even date herewith, for 750,000 Warrant Shares (as defined in the Warrant). A copy of the form of Warrant is attached to the Purchase Agreement; and
 - 1.5. Debtor's execution and delivery of this Security Agreement and the Warrants was and will be a material inducement to the Secured Party to extend the Loan to the Debtor.
2. **SECURITY INTEREST.** As security for all present and future indebtedness, guarantees, liabilities, and other obligations of Debtor to the Secured Party pursuant to the Notes (collectively, the "**Obligations**"), Debtor hereby:
 - 2.1. Grants Secured Party a continuing security interest in all of Debtor's right, title and interest in the following types of property, whether now owned or hereafter acquired, and wherever located (collectively, the "**Collateral**"): All accounts, general intangibles, contract rights (including but not limited to any of Debtor's right in or to any agreements that Debtor is now a party to or hereafter enters into), patent rights, chattel paper, documents, letters of credit, instruments, deposit accounts, inventory, investment property, fixtures and equipment, and all products, proceeds and insurance proceeds of the foregoing, and all patents and trademarks issued or granted by the United States Patent and Trademark Office ("**PTO**"), including, without limitation, utility, model and design patents, patents of addition, patents of importation, improvement patents, reissues and re-examined patents, all renewals and extensions thereof, and all applications for such patents (including original, divisional, continuation, and continuation in part

applications) pending before the PTO and which have not been abandoned or expired and which are now or hereafter owned by the Debtor; provided, however, that "Collateral" shall not include any intent-to-use trademark application until such that a statement of use with respect thereto has been filed and accepted with the applicable trademark office. The Secured Party acknowledges and agrees that the Debtor may amend or modify any all applications for such patents (including original, divisional, continuation, and continuation in part applications) at its sole discretion.

Terms used in this Section 2.1 that are defined in the Uniform Commercial Code in effect on the date hereof in the State of California or as hereafter amended (the "*UCC*") shall have the meanings set forth in the UCC.

3. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF DEBTOR.** With the understanding that the Secured Party shall rely upon these representations and warranties in making the Loan and entering into this Security Agreement, Debtor hereby represents and warrants to Secured Party as follows, and Debtor agrees that the following representations and warranties will continue to be true, and that Debtor will comply with all of the following agreements throughout the term of this Security Agreement:
 - 3.1. **CORPORATE EXISTENCE AND AUTHORITY.** Debtor is, and will continue to be, duly organized, validly existing and in good standing under the laws of the State of California. The execution, delivery and performance by Debtor of this Security Agreement and all other documents contemplated hereby have been duly and validly authorized by all necessary corporate and shareholder action, and do not violate any law or any provision of, and are not grounds for acceleration under, any agreement or instrument which is binding upon Debtor. Debtor has not granted any security interest or similar right in the Collateral to any party other than Secured Party, except for Permitted Liens (as defined in Section 3.3).
 - 3.2. **NAME; PLACES OF BUSINESS.** The name of Debtor set forth in this Security Agreement is its only and correct name. Debtor shall give Secured Party 15 days' prior written notice before changing its name. The address set forth in the heading to this Security Agreement is Debtor's chief executive office. In addition, to the extent Debtor has any places of business and/or Collateral located at any locations other than its chief executive office, Debtor shall disclose such locations in a Schedule to this Security Agreement. Debtor will give Secured Party at least 15 days' prior written notice before changing its chief executive office or locating the Collateral at any other location.
 - 3.3. **COLLATERAL.** Upon Secured Party filing the appropriate UCC-1 financing statements, Secured Party has and will at all times continue to have a first-priority perfected security interest in all of the Collateral to the extent that a security interest may be perfected by the filing of UCC-1 financing statements under the UCC, subject only to Permitted Liens. Except for Permitted Transfers (as defined below), Debtor shall retain possession of the Collateral until all of Debtor's obligations under the Note have been satisfied in full. Debtor shall not sell,

exchange, assign, loan, deliver, lease, mortgage, transfer, convey, encumber or otherwise dispose of the Collateral or any part thereof without the prior written consent of Secured Party, other than (x) in the ordinary course of business, (y) transfers of worn out, obsolete or surplus equipment (e.g. servers and other computer equipment) or (z) transfers that are Permitted Liens (collectively, "*Permitted Transfers*"). Debtor shall maintain the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments at all times, except for (a) liens for unpaid taxes that either (i) are not yet delinquent, or (ii) are the subject to good faith protest by the Company, (b) liens securing Senior Debt (as defined in the Purchase Agreement), (c) bankers' liens, rights of setoff and similar liens incurred on deposits made in the ordinary course of business, (d) liens of materialmen, mechanics, warehousemen or carriers or other similar liens arising in the ordinary course of business and securing obligations that either are not delinquent or are being contested in good faith by appropriate proceedings; (e) liens consisting of deposits or pledges to secure the payment of workers' compensation, unemployment insurance or other social security benefits or obligations, or to secure the performance of leases, bids, trade contracts, public or statutory obligations, surety or appeal bonds or other obligations of a like nature incurred in the ordinary course of business; and (f) licenses of intellectual property (collectively, "*Permitted Liens*"). Debtor shall keep complete, accurate and current records of the existence, location and condition of the Collateral at all times. Debtor will immediately advise Secured Party in writing of any material loss or damage to the Collateral. Debtor hereby expressly authorizes Secured Party to complete and file form UCC-1 financing statements describing the Collateral. Further, Debtor shall assist in the perfection and continuation of the Secured Party's rights, and will take any other necessary or reasonably appropriate action to effectuate the purposes of this Security Agreement and to secure the performance of Debtor's Obligations, upon the request of the Secured Party.

- 3.4. TAXES; COMPLIANCE WITH LAW. Debtor has filed, and will file, when due, all tax returns and reports required by applicable law, and Debtor has paid, and will pay, when due, all taxes, assessments, deposits and contributions now or in the future owed by Debtor. Debtor has complied, and will comply, in all material respects, with all applicable laws, rules and regulations.
- 3.5. INSURANCE. Debtor shall keep the Collateral insured against loss by fire (including extended coverage), theft and other hazards as Secured Party may reasonably require. Policies shall be in such form and amounts and with such companies as are customary for businesses similar to Debtor. Policies shall be obtained from responsible insurers authorized to do business in the state in which the Collateral is located. Certificates of insurance or policies, naming the respective parties as their interest may appear, shall be delivered to Secured Party upon request, who is authorized, but under no duty, to obtain such insurance upon failure of Debtor to do so. Debtor shall give immediate written notice to Secured Party and to insurers of material loss or damage to the Collateral and shall

promptly file proofs of loss with insurers consistent with prudent business practice.

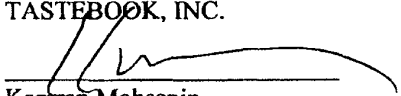
- 3.6. **ACCESS TO COLLATERAL AND BOOKS AND RECORDS.** At reasonable times, on at least three (3) business days prior notice, Secured Party, or its agents, shall have the right to inspect the Collateral, and the right to audit and copy Debtor's books and records, provided, that (a) Secured Party and its agents enter into appropriate confidentiality agreements with Company to protect disclosure of such information to third parties and (b) unless an Event of Default has occurred and is continuing, such inspection shall occur no more frequently than once per 12-month period.
- 3.7. **PAYMENT.** Debtor shall pay and perform all of the Obligations secured by this Security Agreement according to their terms, including, but not limited to, by delivery to the Secured Party of all payments when due in accordance with the terms of the Notes.
4. **TERM.** This Security Agreement shall continue in effect until all of the Debtor's Obligations have been paid and performed in full.
5. **EVENTS OF DEFAULT.** The occurrence of an Event of Default (as defined in the Note) shall constitute an "*Event of Default*" for purposes of this Security Agreement.
6. **REMEDIES ON DEFAULT.** Upon the occurrence and during the continuation of any Event of Default, Secured Party may declare the Obligations secured by this Security Agreement to be immediately due and payable, where upon such Obligations shall immediately become due and payable in full without notice or demand, and Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and liquidation of the Collateral and disposition of the proceeds as are accorded by the applicable sections of the UCC with respect to "Default". Upon any Event of Default and upon demand by Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at the place and at the time designated in the demand. Upon any Event of Default, Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Collateral shall be chargeable with simple interest at six percent (6%) per annum to Debtor and added to the indebtedness secured hereby. Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand. If Debtor shall default in the performance of any of the provisions of this Security Agreement on Debtor's part to be performed, Secured Party may perform same for Debtor's account and any monies reasonably expended in so doing shall be chargeable with simple interest at eight percent (8%) per annum to Debtor and added to the indebtedness secured hereby. Any proceeds received by Secured Party as a result of the sale or other disposition of the Collateral, subject to the payment of expenses of third parties and its reasonable attorneys' fees, shall be held for the ratable benefit of the holders of the Notes without discrimination or preference.

7. **INDEMNIFICATION.** Debtor shall indemnify Secured Party for, and shall hold Secured Party harmless from, any and all costs, damages, liabilities or expenses incurred by Secured Party as a result of or in any manner related to Secured Party's taking, receiving, keeping, storing, possessing or selling the Collateral as permitted by Section 6 above, except to the extent such costs, damages, liabilities or expenses result from Secured Party's gross negligence or willful misconduct.
8. **NOTICES.** Notices to either party shall be in writing and shall be delivered personally, by Certified Mail, Return Receipt Requested, or by nationally-recognized overnight courier service addressed to the party at the address herein set forth or otherwise designated in writing.
9. **SUCCESSORS AND ASSIGNS.** The terms, warranties and agreements contained in this Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. **GENERAL.** If any provision of this Security Agreement is held to be unenforceable, the remainder of this Security Agreement shall still continue in full force and effect, and any such unenforceable provision shall be deemed to be redrafted in as limited manner as possible in order to render such provision enforceable. This Security Agreement and any other written agreements, documents and instruments executed in connection herewith, including, but not limited to, the Notes, constitute the complete agreement between Debtor and the Secured Party and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Security Agreement and the Notes. There are no oral understandings, representations or agreements between the parties which are not in this Security Agreement, in the Notes or in other written agreements signed by the parties in connection this Security Agreement. The captions in this Security Agreement are provided only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Security Agreement nor the intent of any provision hereof. The failure of Secured Party at any time to require Debtor to comply strictly with any of the provisions of this Security Agreement shall not waive Secured Party's right later to demand and receive strict compliance. Secured Party's waiver of a default shall not be deemed to waive any other default. None of the provisions of this Security Agreement may be waived except by a specific written waiver signed by an officer of Secured Party and delivered to Debtor. The provisions of this Security Agreement may not be amended, deleted or waived, except in a writing signed by Debtor and the Secured Party. Debtor shall reimburse Secured Party for all reasonable attorneys' fees and all other costs incurred by Secured Party, in connection with this Security Agreement, whether or not a lawsuit is filed. Debtor may not assign any rights under this Security Agreement without Secured Party's prior written consent. This Security Agreement shall be governed by the law of the State of California without reference to its conflicts of laws rules.
11. **MUTUAL WAIVER OF JURY TRIAL.** Debtor and Secured Party each hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to, this Security Agreement or any conduct, act or omission of Secured Party or Debtor or any of their directors, officers, employees, agents, attorneys or affiliates.

IN WITNESS WHEREOF, the Parties have respectively executed this Security Agreement as of the day and year first above written.

DEBTOR:

TASTEBOOK, INC.


Kamran Mohsenin
Chief Executive Officer

Address:
TasteBook, Inc.
2240 Sixth Street
Berkeley, CA 94710

SECURED PARTY:

RANDOM HOUSE, INC.

Markus Dohle
Chief Executive Officer

Address:
Random House, Inc.
1745 Broadway
New York, New York 10019

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{Signature Page to Security Agreement}

**TRADEMARK
REEL: 003990 FRAME: 0720**

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SECURED PARTY:

RANDOM HOUSE, INC.



Markus Dohle
Chief Executive Officer

Address:
Random House, Inc.
1745 Broadway
New York, New York 10019

SIGNATURE PAGE TO THE SECURITY AGREEMENT