

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
Mostchoice.com, Inc.		06/10/2009	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	NetQuote Inc.		
Street Address:	1860 Blake Street		
Internal Address:	Suite 900		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77025903	CHOICE	
Registration Number:	2638123	MOSTCHOICE	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
Correspondent Name:	Joshua A. Smith		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	3200 Wells Fargo Center		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	77862-346548		
NAME OF SUBMITTER:	Joshua A. Smith		

OP \$65.00 77025903

Signature:	/Joshua A. Smith/
Date:	07/22/2009
Total Attachments: 4 source=NetQuote - MostChoice Trademark Security Agreement#page1.tif source=NetQuote - MostChoice Trademark Security Agreement#page2.tif source=NetQuote - MostChoice Trademark Security Agreement#page3.tif source=NetQuote - MostChoice Trademark Security Agreement#page4.tif	

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of June, 2009, among Grantor listed on the signature pages hereof ("Grantor") and NETQUOTE INC, a Colorado corporation (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, Grantor has agreed to grant a continuing security interest in and to certain collateral of Grantor pursuant to that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), between Grantor and Secured Party; and

WHEREAS, pursuant to the Security Agreement, Grantor are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

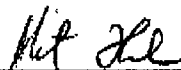
4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorize Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement June be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

MOSTCHOICE.COM, INC.

By: 
Name: Martin Hirschmann
Title: President - CEO

ACCEPTED AND ACKNOWLEDGED:

NETQUOTE INC

By: 

Name: Paul Ford

Title: CEO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MOSTCHOICE Serial No. 76040225; Registration No. 2638123 – Date of Registration 10/22/2002

CHOICE Serial No. 77025903 Notice of Allowance Date 04/14/2009

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Mostchoice.com, Inc.	U.S.	MOSTCHOICE	Serial No. 76040225 Reg. No. 2638123	October 22, 2002
Mostchoice.com, Inc.	U.S.	CHOICE	Serial No. 77025903	Notice of Allowance Date April 14, 2009

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

Prior MostChoice.com logo was abandoned

Trademark Licenses

None