

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
BANKS.COM, INC.	FORMERLY Intersearch Group, Inc.	03/03/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3620950	UPSPIRAL
Registration Number:	3432858	2020SEARCH
Registration Number:	3459355	INTERSEARCH
Registration Number:	3320506	REDZIP
Registration Number:	3170998	SEARCH EQUITY
Registration Number:	3209741	PARKING DOTS
Registration Number:	3683489	LOVE AMERICAN STYLE
Registration Number:	2064772	INTERSEARCH
Serial Number:	76658774	INTERSEARCH

CORRESPONDENCE DATA

Fax Number: (408)841-7195
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4088417195
 Email: dsanchezbentz@virtuallawpartners.com

OP \$240.00 3620950

900157376

**TRADEMARK
 REEL: 004169 FRAME: 0536**

Correspondent Name: Diana Sanchez Bentz, Legal Specialist
Address Line 1: Virtual Law Partners LLP
Address Line 2: 235 Victoria Drive
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB_BANKS_TM
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb0068/
Date:	03/18/2010

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 3rd, 2010 by and between SILICON VALLEY BANK ("Bank") and BANKS.COM, 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 among Bank, Grantor, Intersearch Corporate Services, Inc. and Dotted Ventures, Inc. dated as of the date hereof (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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower 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 the 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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:

222 Kearny Street, Suite 550
San Francisco, CA. 94108
Attn: Dan O'Donnell, CEO

BANKS.COM, INC.

By: *Daniel M O'Donnell*
Title: *President*

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Vince Vallejos

SILICON VALLEY BANK

By: *V. Vallejos*
Title: *Relationship Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Search equity program system and method	US20060206349	09/14/2006
	11157418	06/21/2005
System and method for redirecting internet traffic	US20070192246	08/16/2007
	11656743	01/22/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UPSPIRAL	3620950	05/12/2009
2020SEARCH	3432858	05/20/2008
INTERSEARCH	3459355	07/01/2008
REDZIP	3320506	10/23/2007
SEARCH EQUITY	3170998	11/14/2006
PARKING DOTS	3209741	02/13/2007
LOVE AMERICAN STYLE	3683489	09/15/2009
INTERSEARCH	2064772	05/27/1997
INTERSEARCH	76658774	04/20/2006

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE