# 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
CCRD Operating Company, Inc.		08/06/2010	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB, as Collateral Agent	
Street Address:	246 Goose Lane	
Internal Address:	Lane 105, Attention Joseph O'Donnell	
City:	Guilford	
State/Country:	CONNECTICUT	
Postal Code:	06437	
Entity Type:	federal savings bank:	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3251689	CREDITCARDS.COM
Registration Number:	3251690	NETFINITI
Serial Number:	85025059	TARJETASDECREDITO.COM
Serial Number:	77914796	CREDIT CARD CHECKUP
Serial Number:	85027104	CARTÕES DE CRÉDITO.COM

### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-862-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle Street

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK
REEL: 004256 FRAME: 0245

325168

CH \$140.00

900168861

ATTORNEY DOCKET NUMBER:	11467-2 DRG	
NAME OF SUBMITTER:	Donna Gasiorowski	
Signature:	/Donna Gasiorowski/	
Date:	08/06/2010	
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif		

### GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("<u>Agreement</u>"), effective as of August 6, 2010, is made by CCRD Operating Company, Inc., a Delaware corporation, located at 8920 Business Park Drive Suite 350, Austin, TX 78759 (the "<u>Grantor</u>"), in favor of Wilmington Trust FSB, a federal savings bank located at 246 Goose Lane, Suite 105 Guilford, CT 06437, Attention: Joseph O'Donnell, as Collateral Agent (the "<u>Agent</u>") for the Secured Parties (as defined in the Security Agreement).

### WITNESSETH:

WHEREAS, the Borrower and certain subsidiaries of the Borrower have entered into the Indenture dated as of July 13, 2010 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "<u>Indenture</u>") with Wilmington Trust FSB, as Trustee;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Security Agreement Supplement dated as of August 6, 2010 pursuant to which the Grantor joins the Security Agreement dated as of July 13, 2010 executed in favor of the Agent (such Supplement together with the Security Agreement and all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor collaterally granted to the Agent for the benefit of the Secured Parties a security interest in all of the Grant's right, title and interest in the Intellectual Property, including, without limitation, the Trademarks, Patents, and Copyrights of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally grants to the Agent (for the benefit of the Secured Parties) a security interest in (a) all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (b) all goodwill of the business associated with the Trademarks, and (c) all rights to sue at law or in equity for any infringement other violation or impairment thereof arising prior to or after the date hereof (collectively, the "Collateral").

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the

Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Governing Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CCRD OPERATING COMPANY, INC.

Name: Edward J. DiMaria

Title: Vice President and Secretary

Date: August 6,2010

# WILMINGTON TRUST FSB,

as Collateral Agent for the Secured Parties

By:

Name: Joseph P O'Donnell Title: Vice President

Date:

AUGUST 6, 2010

Schedule A

# U.S. Trademark Registrations

Mark	Country	Status	Reg. No./ Date	Owner
CREDITCARDS.COM (and	US Federal	Registered	3251689	CCRD
design)			6/12/2007	Operating
				Company, Inc.
NETFINITI (and design)	US Federal	Registered	3251690	CCRD
			6/12/2007	Operating
				Company, Inc.
CREDITCARDS.COM	European	Registered	6050769	CCRD
	Community		8/7/2008	Operating
				Company, Inc.

# Applications for U.S. Trademark Registrations

Mark	Country	Status	App. No./ Date	Owner
TARJETASDECREDITO.COM	US Federal	Pending	85025059	CCRD
			4/28/2010	Operating
				Company, Inc.
CREDIT CARD CHECKUP	US Federal	Pending	77914796	CCRD
			1/19/2010	Operating
				Company, Inc.
CARTOESDECREDITO.COM	US Federal	Pending	85027104	CCRD
			4/30/2010	Operating
				Company, Inc.

**RECORDED: 08/06/2010**