## 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
Internet Brands, Inc., a Delaware Corporation		12/17/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	2325 Lakeview Parkway, 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3014063	3 FAT CHICKS ON A DIET
Registration Number:	3096969	ACCIDENTATTORNEYS.COM
Serial Number:	77749831	APARTMENT RATINGS
Registration Number:	3074949	AUTOACCIDENTLAWYERS.COM
Registration Number:	3081030	AVIATIONATTORNEYS.COM
Registration Number:	3077967	BANKRUPTCYLAWFIRMS.COM
Registration Number:	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP
Registration Number:	3802277	BED & BREAKFAST INNS ONLINE
Registration Number:	2838429	CAD CLASS A DRIVERS
Registration Number:	2587937	CAMPJOBS.COM
Registration Number:	2643236	CARSDIRECT
Registration Number:	2478891	CARSDIRECT.COM
Registration Number:	2957279	CRAFTSTER
Registration Number:	3140645	CRIMINAL DEFENSE LAWYER.COM  TRADEMARK

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Registration Number:	3556102	DAVE'S GARDEN
Registration Number:	3140646	DISABILITY LAWYERS.COM
Registration Number:	3494401	DIESEL BOMBERS
Registration Number:	3094517	DIVORCE LAWFIRMS.COM
Registration Number:	2443626	DIVORCENET
Registration Number:	3118505	DRUNK DRIVING LAWYERS.COM
Registration Number:	3091734	EMPLOYMENT LAWFIRMS.COM
Registration Number:	3074950	ENVIRONMENTALLAWYERS.COM
Registration Number:	3344225	EVERYTHING VASECTOMY
Registration Number:	3775441	EXPERTHUB
Registration Number:	3770897	FAMILYCORNER.COM
Registration Number:	3292185	F FITDAY
Registration Number:	3154186	F FITDAY
Registration Number:	2864887	FITDAY
Registration Number:	3153845	FITDAY
Registration Number:	3222763	FITFREAK
Registration Number:	3073121	FIRST IN DIVORCE ONLINE
Serial Number:	78805454	GREENLIGHT.COM
Registration Number:	3732963	HEALTHNEWS.ORG
Registration Number:	3350862	IB INTERNET BRANDS
Registration Number:	2826636	INNKEEPER TESTED AND GUEST APPROVED RECIPES
Registration Number:	2479994	KIDS' CAMPS
Registration Number:	3099935	KIDSCAMPS.COM
Registration Number:	3287212	LAWFIRMS.COM
Registration Number:	3204728	MEDICAL MALPRACTICE.COM
Registration Number:	3145147	MODEL MAYHEM
Serial Number:	77727041	MODEL MAYHEM
Registration Number:	2591116	PAYFORCAMP.COM
Registration Number:	3140648	PERSONALINJURY LAWYER.COM
Registration Number:	3091733	PRODUCTLIABILITYLAWYER.COM
Registration Number:	3417082	RC UNIVERSE
Registration Number:	3157836	RC UNIVERSE.COM
Registration Number:	3134448	SKINCAREGUIDE
Registration Number:	3091735	TECHNOLOGYLAWYERS.COM
Registration Number:	3575376	TJOOS

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R	egistration Number:	3376694	VASECTOMY.COM
R	egistration Number:	3518611	VEIN
R	egistration Number:	3743388	VBULLETIN
R	egistration Number:	3140644	WORKERS COMPENSATION LAWFIRMS.COM

## **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	12/29/2010

#### Total Attachments: 6

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>"), dated as of December 17, 2010, among the Person listed on the signature pages hereof (the "<u>Grantor</u>"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "<u>Collateral Agent</u>").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 17, 2010 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among MICRO HOLDING CORP., a Delaware corporation ("Holdings"), MICRO ACQUISITION CORP., a Delaware corporation (which on the Closing Date was merged with and into INTERNET BRANDS, INC., a Delaware corporation, with INTERNET BRANDS, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.
- B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

- SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
- SECTION 3. <u>Recordation</u>. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

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SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (<u>i.e.</u>, a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERE-UNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. <u>Expenses</u>. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

INTERNET BRANDS, INC.,

By:

Name: Robert N. Brisco

Title: Chief Executive Officer

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[Signature Page to Trademark Security Agreement]

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GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

By:

Name: Title:

Steven J. Heise Duly Authorized Signatory

[Siganture Page to Trademark Security Agreement]

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# SCHEDULE A TO THE TRADEMARK SECURITY AGREEMENT

## **UNITED STATES TRADEMARKS**

Registered Owner/Grantor Trademark		Registration No.	Application No.
Internet Brands, Inc.	3 FAT CHICKS ON A DIET	3014063	
Internet Brands, Inc.	ACCIDENTATTORNEYS.COM	3096969	
Internet Brands, Inc.	APARTMENT RATINGS		77749831
Internet Brands, Inc.	AUTOACCIDENTLAWYERS.COM	3074949	
Internet Brands, Inc.	AVIATIONATTORNEYS.COM	3081030	
Internet Brands, Inc.	BANKRUPTCYLAWFIRMS.COM	3077967	
Internet Brands, Inc.	BECAUSE EVERY CHILD DE- SERVES A SUMMER AT CAMP	2679830	
Internet Brands, Inc.	BED & BREAKFAST INNS ONLINE	3802277	
Internet Brands, Inc.	CAD CLASS A DRIVERS and Design	2838429	
Internet Brands, Inc.	CAMPJOBS.COM	2587937	
Internet Brands, Inc.	CARSDIRECT	2643236	
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Internet Brands, Inc.	CRAFTSTER	2957279	
Internet Brands, Inc.	CRIMINAL DEFENSE LAW- YER.COM	3140645	
Internet Brands, Inc.	DAVE'S GARDEN	3556102	
Internet Brands, Inc.	DISABILITYLAWYERS.COM	3140646	
Internet Brands, Inc.	DIESEL BOMBERS	3494401	
Internet Brands, Inc.	DIVORCE LAWFIRMS.COM	3094517	
Internet Brands, Inc.	DIVORCENET	2443626	
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Internet Brands, Inc.	EXPERTHUB	3775441	
Internet Brands, Inc.	FAMILYCORNER.COM	3770897	
Internet Brands, Inc.	F FITDAY and Design	3292185	
Internet Brands, Inc.	F FITDAY and Design	3154186	
Internet Brands, Inc.	FITDAY	2864887	
Internet Brands, Inc.	FITDAY	3153845	
Internet Brands, Inc.	FITFREAK	3222763	
Internet Brands, Inc.	FIRST IN DIVORCE ONLINE	3073121	
Internet Brands, Inc.	GREENLIGHT.COM and Design		78805454
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Internet Brands, Inc.	KIDSCAMPS.COM	3099935	
Internet Brands, Inc.	LAWFIRMS.COM	3287212	
Internet Brands, Inc.	MEDICAL MALPRACTICE.COM	3204728	
Internet Brands, Inc.	MODEL MAYHEM	3145147	
Internet Brands, Inc.	MODEL MAYHEM		77727041

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Internet Brands, Inc.	PAYFORCAMP.COM	2591116
Internet Brands, Inc.	PERSONALINJURY LAWYER.COM	3140648
Internet Brands, Inc.	PRODUCTLIABILITYLAWYER.COM	3091733
Internet Brands, Inc.	RC UNIVERSE	3417082
Internet Brands, Inc.	RC UNIVERSE.COM & DESIGN	3157836
Internet Brands, Inc.	SKINCAREGUIDE	3134448
Internet Brands, Inc.	TECHNOLOGYLAWYERS.COM	3091735
Internet Brands, Inc.	TJOOS	3575376
Internet Brands, Inc.	VASECTOMY.COM	3376694
Internet Brands, Inc.	VEIN	3518611
Internet Brands, Inc.	VBULLETIN	3743388
Internet Brands, Inc.	WORKERS COMPENSATION LAW-	3140644
	FIRMS.COM	

**RECORDED: 12/29/2010** 

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