

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in US Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent		01/28/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	NexTag, Inc.
Street Address:	1300 South El Camino Real
Internal Address:	Sixth Floor
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3011487	CALIBEX
Registration Number:	3846741	COLLEGEDEGREENETWORK
Registration Number:	3134375	COMPARADISE
Registration Number:	3083992	HOMELOANOFFER
Registration Number:	2820935	NEXTAG
Registration Number:	3102471	TECHPRICESONLINE
Registration Number:	2828699	THE SEARCH ENGINE FOR SHOPPERS
Serial Number:	85153092	LOVE THE WAY YOU LOOK
Serial Number:	85153081	LOVE THE WAY YOU SHOP
Serial Number:	85123075	SHOPPING WIZARD

CORRESPONDENCE DATA

900183044

TRADEMARK
REEL: 004466 FRAME: 0751

OP \$265.00 3011487

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2121
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NAME OF SUBMITTER:	Frances B. Cutajar
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Signature:	/Frances B. Cutajar/
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Date:	02/03/2011
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "**Release**") is dated as of January 28, 2011 by DEUTSCHE BANK TRUST COMPANY AMERICAS as collateral agent (the "**Assignor**"), in favor of NexTag, Inc., a Delaware corporation with principal offices at 1300 South El Camino Real, Sixth Floor, San Mateo, California 94402 (the "**Assignee**").

WHEREAS, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), **Assignee**, **CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO**, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of December 29, 2010 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), with Assignor, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of December 29, 2010, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Assignee has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Assignee, and subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to Assignor pursuant to the Security Agreement, Assignor and Assignee executed a Trademark Security Agreement, dated as of December 29, 2010 (the "**Trademark Security Agreement**") for recording with the U.S. Patent and Trademark Office (the "**USPTO**") and other governmental authorities.

WHEREAS, pursuant to the terms of the Trademark Security Agreement, and among Assignee and Assignor, Assignee created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to the Collateral (defined below).

WHEREAS, the Trademark Security Agreement was submitted for recordation to the USPTO on January 6, 2011 and such submission was acknowledged by the USPTO on that date.

WHEREAS, the Trademark Security Agreement recorded with the USPTO on January 6, 2011 at Trademark Reel 004448, Frame 0016.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor for the benefit of the Beneficiaries a security interest in all of Assignee's right, title and interest in and to the following, in each case whether then or thereafter existing, whether then owned or thereafter acquired and wherever the same may be located (the "**Collateral**");

(a) all trademark and service mark registrations and applications of such Grantor, including those registered or applied for in the United States and set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Assignee accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

WHEREAS, Assignor and Assignee desire that Assignor terminates and releases its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its lien on, and security interest in and to, all of the right, title and interest of the Assignee in, to and under the Collateral, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the USPTO, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Collateral.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of January 28, 2011.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

By: Evelyn Thierry
Name: Evelyn Thierry
Title: Director

SCHEDULE A

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
NexTag, Inc.	CALIBEX	3011487	11/1/2005	78487235	9/21/2004
NexTag, Inc.	COLLEGEDEGREENETWORK	3846741	9/7/2010	77822900	9/9/2009
NexTag, Inc.	COMPARADISE	3134375	8/22/2006	78619357	4/28/2005
NexTag, Inc.	HOMELOANOFFER	3083992	4/18/2006	78624813	5/6/2005
NexTag, Inc.	NEXTAG	2820935	3/9/2004	76493128	2/20/2003
NexTag, Inc.	TECHPRICESONLINE	3102471	6/6/2006	78681942	7/29/2005
NexTag, Inc.	THE SEARCH ENGINE FOR SHOPPERS	2828699	3/30/2004	76502082	3/21/2003
NexTag, Inc.	CALIBEX	TK05101703 New Mexico state mark	10/17/2005	N/A	N/A
NexTag, Inc.	CALIBEX	N/A Wisconsin state mark	12/15/2004	N/A	N/A
NexTag, Inc.	HOMELOANOFFER	TK05110801 New Mexico state mark	11/8/2005	N/A	N/A
NexTag, Inc.	HOMELOANOFFER.COM	N/A Wisconsin state mark	6/29/2005	N/A	N/A
NexTag, Inc.	LOVE THE WAY YOU LOOK			85153092	10/14/2010
NexTag, Inc.	LOVE THE WAY YOU SHOP			85153081	10/14/2010
NexTag, Inc.	SHOPPING WIZARD			85123075	9/3/2010