

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOP HOLDING CORPORATION		06/01/2011	CORPORATION: DELAWARE
SHOPZILLA, INC.		06/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2109142	BIZRATE	
Registration Number:	2379024	BIZRATE.COM	
Registration Number:	2503740	BIZRATE.COM	
Registration Number:	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
Registration Number:	3470895		
Registration Number:	3489481	DISCOVERY MADE SIMPLE	
Registration Number:	3466274		
Registration Number:	3409824	KEEP SURPRISE ALIVE	
Registration Number:	2685223		
Registration Number:	3687687	LOW PRICE SHOPPER	
Registration Number:	3597888	RAISE YOUR SHOPPING IQ	
Registration Number:	3020506		
Registration Number:	3119435	SHOPZILLA	

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REEL: 004552 FRAME: 0940

CH \$615.00 2109142

Registration Number:	3894816	BESO
Registration Number:	3894817	BESO SHOP IT ALL
Registration Number:	3894815	BE SO
Registration Number:	3894818	BESO SHOP IT ALL
Serial Number:	77786449	BESO SHOP IT ALL
Serial Number:	77876867	BIZRATE
Serial Number:	77876868	
Registration Number:	3896354	BESO
Serial Number:	85098015	TADA
Serial Number:	85156219	TADA
Serial Number:	85205059	BIZRATE CIRCLE OF EXCELLENCE

#### CORRESPONDENCE DATA

Fax Number: (213)627-0705

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

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

Correspondent Name: Minette M. Tayco

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 2: Paul, Hastings, Janofsky & Walker LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/SHOPZILLA: 1ST LIEN
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	06/02/2011

#### Total Attachments: 13

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This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 1st day of June 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("**WFCF**"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 1, 2011 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), by and among **SHOP HOLDING CORPORATION**, a Delaware corporation ("**Parent**"), **SHOPZILLA, INC.**, a California corporation ("**Borrower**"), the lenders party thereto as "**Lenders**" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "**Lender**" and, collectively, the "**Lenders**"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 1, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, pursuant to the Security Agreement (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 other than any 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, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks during the term of the Security Agreement, the provisions of this Trademark Security Agreement shall automatically apply thereto. In accordance with the terms of Section 6(g)(iv) of the Security Agreement, Grantors shall provide a written report to Agent with respect to any such new Trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes,

extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL, COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**11. EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES AND THE STATE OF**

**CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE GRANTORS HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SHOP HOLDING CORPORATION, a Delaware corporation

By:   
Name: John T. Treadwell  
Title: President

SHOPZILLA, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

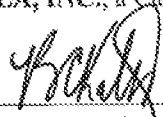
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SHOP HOLDING CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SHOPZILLA, INC., a California corporation

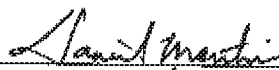
By:  \_\_\_\_\_  
Name: Brad Kates  
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability companyBy:   
Name: Daniel Minkin  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK






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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Application No. and Filing Date</u></b>	<b><u>Registration No. and Issue Date</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Record Owner</u></b>
BIZRATE		2109142 10/28/1997	US	Shopzilla, Inc.
BIZRATE		838205 3/25/2002	Australia	Shopzilla, Inc.
BIZRATE	825485932 6/6/2003		Brazil	Shopzilla, Inc.
BIZRATE	825485940 6/6/2003		Brazil	Shopzilla, Inc.
BIZRATE		1334341 10/5/1999	Europe	Shopzilla, Inc.
BIZRATE		3205473 6/2/2005	Europe	Shopzilla, Inc.
BIZRATE		4519276 11/2/2001	Japan	Shopzilla, Inc.
BIZRATE.COM		2379024 8/22/2000	US	Shopzilla, Inc.
BIZRATE.COM		569279 10/22/2002	Canada	Shopzilla, Inc.
BIZRATE.COM		1334515 10/5/1999	Europe	Shopzilla, Inc.
BIZRATE.COM		4519275 11/2/2001	Japan	Shopzilla, Inc.
BIZRATE.COM		2503740 11/6/2001	US	Shopzilla, Inc.
BIZRATE.COM		838206 3/25/2002	Australia	Shopzilla, Inc.
BIZRATE.COM CUSTOMER		3470894 7/22/2008	US	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
CERTIFIED (Certification Mark)				
Blue Ribbon (Design) (Certification Mark) 		3470895 7/22/2008	US	Shopzilla, Inc.
DISCOVERY MADE SIMPLE		3489481 8/19/2008	US	Shopzilla, Inc.
DISCOVERY MADE SIMPLE		6269245 8/29/2008	Europe	Shopzilla, Inc.
FLAME (Logo) 		3466274 7/15/2008	US	Shopzilla, Inc.
FLAME (Logo) 		6765671 12/18/2008	Europe	Shopzilla, Inc.
GO (w/Flame Design) 		6763064 11/14/2008	Europe	Shopzilla, Inc.
KEEP SURPRISE ALIVE		3409824 4/8/2008	US	Shopzilla, Inc.
LIBERATED MAN (Design) 		2685223 2/11/2003	US	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
LIBERATED MAN (Design) 		838207 3/13/2002	Australia	Shopzilla, Inc.
LOW PRICE SHOPPER		3687687 9/22/2009	US	Shopzilla, Inc.
RAISE YOUR SHOPPING IQ		3,597,888 3/31/2009	US	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		3,020,506 11/29/2005	US	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		687,976 5/18/2007	Canada	Shopzilla, Inc.
SHOPPING CART WITH FLAME (LOGO) 		4763363 2/23/2007	Europe	Shopzilla, Inc.
SHOPZILLA		3943107 10/4/2005	Europe	Shopzilla, Inc.
SHOPZILLA		3,119,435 7/25/2006	US	Shopzilla, Inc.
SHOPZILLA		673,518 9/27/2006	Canada	Shopzilla, Inc.
SHOPZILLA		3313262 4/15/2005	France	Shopzilla, Inc.
SHOPZILLA		30446852 11/3/2004	Germany	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Australia)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (China)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Japan)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (S. Korea)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Norway)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Russia)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Singapore)	Shopzilla, Inc.
SHOPZILLA		858431 1/11/2005	Madrid Protocol (Switzerland)	Shopzilla, Inc.
BESO		3894816 12/21/2010	US	Shopzilla, Inc.
BESO SHOP IT ALL		3894817 12/21/2010	US	Shopzilla, Inc.
BE SO		3894815 12/21/2010	US	Shopzilla, Inc.
BESO		8810335 9/2/2010	Europe	Shopzilla, Inc.
BESO	1488398 7/13/2010		Canada	Shopzilla, Inc.
BESO		1047052 7/16/2010	Madrid Protocol	Shopzilla, Inc.
BESO SHOP IT ALL (Stylized)		3894818 12/21/2010	US	Shopzilla, Inc.
BESO (Stylized)	77/786,449 7/21/2009		US	Shopzilla, Inc.
BIZRATE w/ Flag logo	77/876,867 11/19/2009		US	Shopzilla, Inc.

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
Flag (Logo)	77/876,868 11/19/2009		US	Shopzilla, Inc.
BESO (stylized)		3896354 12/2/2010	US	Shopzilla, Inc.
TADA	85/098,015 8/2/2010		US	Shopzilla, Inc.
TADA	9766502 2/25/2011		CTM	Shopzilla, Inc.
TADA (Logo)	85/156,219 10/19/2010		US	Shopzilla, Inc.
TADA (Logo)	9766593 2/25/2011		CTM	Shopzilla, Inc.
SHOPZILLA	200509305 09/15/2005		Norway	Shopzilla, Inc.
BIZRATE CIRCLE OF EXCELLENCE	85/205,059 12/23/2010		US	Shopzilla, Inc.
BIZRATE	1032028 10/8/1999	569280 10/22/2002	CA	Shopzilla, Inc.
SHOPZILLA	55609 8/21/2004	527189 10/28/2004	CH	Shopzilla, Inc.
CIRCLE OF EXCELLENCE		62052 5/3/2006	US State - CA	Shopzilla, Inc.
CUSTOMER CERTIFIED		62054 5/3/2006	US State - CA	Shopzilla, Inc.
KEEP SURPRISE ALIVE		62986 1/11/2007	US State - CA	Shopzilla, Inc.
LOW PRICE SHOPPER		58755 2/10/2004	US State - CA	Shopzilla, Inc.
THE SMARTER WAY TO SHOP		62051 5/3/2006	US State - CA	Shopzilla, Inc.
YOUR BEST SOURCE FOR BUYERS		62053 5/3/2006	US State - CA	Shopzilla, Inc.

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.