

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
SHOPZILLA, INC.		06/01/2011	CORPORATION: CALIFORNIA
SHOP HOLDING CORPORATION		06/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
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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Registration Number:	3894816	BESO
Registration Number:	3894817	BESO SHOP IT ALL
Registration Number:	3894815	BE SO
Registration Number:	3894818	BESO SHOP IT ALL
Registration Number:	3896354	BESO
Serial Number:	77786449	BESO SHOP IT ALL
Serial Number:	77876867	BIZRATE
Serial Number:	77876868	
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) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73896.00106 (2ND LIEN)
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	06/02/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of June 1, 2011 (this "**Agreement**"), among Shopzilla, Inc., a California corporation (the "**Borrower**"), Shop Holding Corporation, a Delaware corporation ("**Holdings**") and the Subsidiaries of Borrower, Holdings, Parent and each other entity from time to time party hereto (together with the Borrower, Holdings and Parent, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, Parent the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or

any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any 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 law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

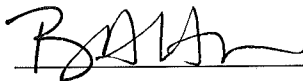
SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

Borrower:

SHOPZILLA, INC.

By: 
Name: _____
Title: BLYTHE A. HOLDEN
GENERAL COUNSEL

Holdings:

SHOP HOLDING CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.


Borrower:

SHOPZILLA, INC.

By: _____
Name:
Title:

Holdings:

SHOP HOLDING CORPORATION

By: 
Name: John T. Treadwell
Title: President

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: David A. Hollander




Title: Vice President

Signature Page to Trademark Security Agreement

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Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Shopzilla, Inc.	BIZRATE	10/28/1997	2109142
Shopzilla, Inc.	BIZRATE.COM	8/22/2000	2379024
Shopzilla, Inc.	BIZRATE.COM	11/6/2001	2503740
Shopzilla, Inc.	BIZRATE.COM CUSTOMER CERTIFIED (Certification Mark)	7/22/2008	3470894
Shopzilla, Inc.	Blue Ribbon (Design) (Certification Mark) 	7/22/2008	3470895
Shopzilla, Inc.	DISCOVERY MADE SIMPLE	8/19/2008	3489481
Shopzilla, Inc.	FLAME (Logo) 	7/15/2008	3466274
Shopzilla, Inc.	KEEP SURPRISE ALIVE	4/8/2008	3409824
Shopzilla, Inc.	LIBERATED MAN (Design) 	2/11/2003	2685223
Shopzilla, Inc.	LOW PRICE SHOPPER	9/22/2009	3687687
Shopzilla, Inc.	RAISE YOUR SHOPPING IQ	3/31/2009	3,597,888
Shopzilla, Inc.	SHOPPING CART WITH FLAME (LOGO) 	11/29/2005	3,020,506
Shopzilla, Inc.	SHOPZILLA	7/25/2006	3,119,435
Shopzilla, Inc.	BESO	12/21/2010	3894816
Shopzilla, Inc.	BESO SHOP IT ALL	12/21/2010	3894817

Shopzilla, Inc.	BE SO	12/21/2010	3894815
Shopzilla, Inc.	BESO SHOP IT ALL (Stylized)	12/21/2010	3894818
Shopzilla, Inc.	BESO (stylized)	12/2/2010	3896354

II. Trademark Applications

<u>Record Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Shopzilla, Inc.	BESO (Stylized)	7/21/2009	77/786,449
Shopzilla, Inc.	BIZRATE w/ Flag logo	11/19/2009	77/876,867
Shopzilla, Inc.	Flag (Logo)	11/19/2009	77/876,868
Shopzilla, Inc.	TADA	8/2/2010	85/098,015
Shopzilla, Inc.	TADA (Logo)	10/19/2010	85/156,219
Shopzilla, Inc.	BIZRATE CIRCLE OF EXCELLENCE	12/23/2010	85/205,059