

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANGIE'S LIST, INC.		08/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ORIX VENTURE FINANCE LLC, as Collateral Agent
<b>Street Address:</b>	245 Park Avenue
<b>Internal Address:</b>	19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2083451	ANGIE'S LIST
Registration Number:	2579832	HOMEOWNERS GRAPEVINE
Registration Number:	2766650	A
Registration Number:	2769122	ANGIE'S LIST SUPER SERVICE AWARD
Registration Number:	2775167	ANGIE'S LIST
Registration Number:	2790803	A ANGIE'S LIST SUPER SERVICE AWARD
Registration Number:	2868487	UNIFIED NEIGHBORS
Registration Number:	3157864	SUBMIT
Registration Number:	3224630	ANGIE'S LIST
Registration Number:	3224639	ANGIE'S LIST
Registration Number:	3224644	BORROW SOME EXPERIENCE
Registration Number:	3224643	EDUCATE YOUR GUESS
Registration Number:	3224642	RATINGS, REVIEWS AND SOMETIMES REVENGE

900201156

**TRADEMARK**  
**REEL: 004614 FRAME: 0989**

CH \$565.00 2083451

Registration Number:	3224657	PENALTY BOX
Registration Number:	3236210	SUBMIT
Registration Number:	3255446	
Registration Number:	3306169	SUBMIT
Registration Number:	3306170	SUBMIT
Registration Number:	3566414	ANGIE'S LIST
Registration Number:	3571083	ANGIE'S LIST
Registration Number:	3911120	THE ANGIE'S LIST BIG DEAL
Serial Number:	85225180	REVIEWS YOU CAN TRUST

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	307038-116 ANGIE'S LIST
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/31/2011

Total Attachments: 7  
source=Angies List signed IPSA#page1.tif  
source=Angies List signed IPSA#page2.tif  
source=Angies List signed IPSA#page3.tif  
source=Angies List signed IPSA#page4.tif  
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source=Angies List signed IPSA#page6.tif  
source=Angies List signed IPSA#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of August 31, 2011 by and among ORIX Venture Finance LLC ("**ORIX**", and in its capacity as collateral agent, the "**Collateral Agent**") and Angie's List, Inc., a Delaware corporation ("**Grantor**"), with reference to the following facts:

A. Collateral Agent, ORIX, Bridge Bank, National Association and Grantor are parties to that certain Loan and Security Agreement dated of even date herewith (as amended from time to time, the "**Loan Agreement**"). (Capitalized terms used herein and not otherwise defined have the respective meanings assigned to such terms in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Collateral Agent a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including, without limitation, the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "**Obligations**" as defined in the Loan Agreement, Grantor grants to Collateral Agent a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, (iv) all rights to recover for past or future infringement of any of the foregoing, (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending applications owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Collateral Agent with at least fifteen (15) days prior written notice thereof, (ii) providing Collateral Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to Collateral Agent identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Collateral Agent.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Collateral Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that Collateral Agent may, from time to time, update the

Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Collateral Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signature page follows]

Address of Grantor:

1030 E. Washington Street  
Indianapolis, IN 46202

Address of Collateral Agent:

245 Park Avenue, 19th Floor  
New York, NY 10167-0001

Angie's List, Inc.

By: 

Name: Robert R. Miller

Title: CFO

ORIX Venture Finance LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

1030 E. Washington Street  
Indianapolis, IN 46202

Angie's List, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Collateral Agent:

245 Park Avenue, 19th Floor  
New York, NY 10167-0001

ORIX Venture Finance LLC

By:  \_\_\_\_\_

Name: Christopher L. Smith

Title: Manager

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
ANGIE'S LIST	2,083,451	07/29/97
HOMEOWNERS GRAPEVINE	2,579,832	06/11/02
Design Only (Thumbs-Up Girl)	2,766,650	09/23/03
ANGIE'S LIST SUPER SERVICE AWARD	2,769,122	09/30/03
ANGIE'S LIST	2,775,167	10/21/03
ANGIE'S LIST SUPER SERVICE AWARD (and Design)	2,790,803	12/09/03
UNIFIED NEIGHBORS SUBMIT	2,868,487	08/04/03
ANGIE'S LIST	3,157,864	10/17/06
ANGIE'S LIST (and design)	3,224,630	04/03/07
BORROW SOME EXPERIENCE	3,224,639	04/03/07
EDUCATE YOUR GUESS	3,224,644	04/03/07
RATINGS, REVIEWS AND SOMETIMES REVENGE	3,224,643	04/03/07
PENALTY BOX	3,224,642	04/03/07
SUBMIT (and Design)	3,224,657	04/03/07
Design Only (Speech Bubble)	3,236,210	05/01/07
SUBMIT	3,255,446	06/26/07
SUBMIT (and design)	3,306,169	10/09/07
ANGIE'S LIST	3,306,170	10/09/07
ANGIE'S LIST (and Design)	3,566,414	01/27/09
THE ANGIE'S LIST BIG DEAL	3,571,083	02/10/09
REVIEWS YOU CAN TRUST	3,911,120	01/25/11
ANGIE'S LIST	85/225,180 (pending)	01/25/11
REVIEWS YOU CAN TRUST	1,515,479 (pending; Canada)	02/16/11
REVIEWS YOU CAN TRUST	1,536,786 (pending; Canada)	07/21/11

**SCHEDULE B**

**Patents and Patent Applications**

<b>None</b>	<b><u>Patent</u></b>	<b>Patent / Application <u>Number</u></b>	<b>Issue / Application <u>Date</u></b>
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SCHEDULE C

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		
957617 v2/HN		