

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------------|---------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cooking.com, Inc. | | 09/02/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BIA Digital Partners SBIC II LP | | |
| Street Address: | 15120 Enterprise Court, Suite 200 | | |
| City: | Chantilly | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20151 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2522993 | | |
| Registration Number: | 2657525 | COOKING.COM | |
| Registration Number: | 2461757 | IF IT'S NOT IN YOUR KITCHEN, TRY OURS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)353-3698 | | |
| Phone: | 7043315792 | | |
| Email: | donna.millard@klgates.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Karl S.Sawyer, Jr. | | |
| Address Line 1: | Post Office Box 33144 | | |
| Address Line 2: | K & L Gates LLP | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28233 | | |
| ATTORNEY DOCKET NUMBER: | 2827616.00044BIADIGITAL | | |
| NAME OF SUBMITTER: | Karl S. Sawyer, Jr. | | |

OP \$90.00 2522993

| | |
|--|-------------------------|
| Signature: | / Karl S. Sawyer, Jr. / |
| Date: | 09/22/2011 |
| Total Attachments: 4 source=CookingComtoBIADigital#page1.tif source=CookingComtoBIADigital#page2.tif source=CookingComtoBIADigital#page3.tif source=CookingComtoBIADigital#page4.tif | |

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 2, 2011 by and between Cooking.com, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 4086 Del Rey Avenue, Marina del Rey, CA 90292, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Grantor, the Secured Party and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

COOKING.COM, INC., as Grantor

By: [Signature]
Name: Tracy Randall
Title: CEO

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles

I, Cyrille Jackson, a Notary Public for said County and State, do hereby certify that Tracy Randall personally appeared before me this day and stated that she is Chief Executive Officer of Cooking.com, Inc. and acknowledged, on behalf of Cooking.com, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of September, 2011.

[Signature]
Notary Public

My commission expires:

Nov 24, 2014



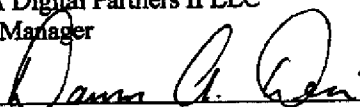
[Signature Pages Continue]

Agreed and Accepted as of the date first above written:

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners SBIC II LLC
Its: General Partner

By: BIA Digital Partners II LLC
Its: Manager

By: 
Name: Damien Dovi
Title: Member

[Trademark Security Agreement - Cooking.com, Inc.]

Schedule A to Trademark Security Agreement

COOKING.COM, INC. TRADEMARKS

| Trademark List | | | | |
|--|---|----------------------------|--------------------------------|---------------------------------|
| Trademark | Docket Number/Subcase Country Name | Status Class(es) | Application Number/Date | Registration Number/Date |
| COIL DESIGN | 07A6-100177/ Canada | Active | 1019823 18-Jun-1999 | 542789 21-Mar-2001 |
| COIL DESIGN | 07A6-100179/ United States of America | Active 35 Int. | 75/517046 10-Jul-1998 | 2522993 25-Dec-2001 |
| COOKING.COM | 07A6-100173/ Canada | Active | 1019821 18-Jun-1999 | 550024 21-Aug-2001 |
| COOKING.COM | 07A6-100176/ United States of America | Active 35 Int. | 75/518494 14-Jul-1998 | 2657525 10-Dec-2002 |
| IF IT'S NOT IN YOUR KITCHEN, TRY OURS | 07A6-100180/ United States of America | Active 35 Int., 41 Int. | 76/072463 19-Jun-2000 | 2461757 19-Jun-2001 |