

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Answers Corporation		04/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	400 Hamilton Avenue, Suite 210		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3862166	ANSWERS.COM	
Registration Number:	3454511	ANSWERTIPS	
Registration Number:	3141475	QUESTION AND ANSWER CO-OP	
Registration Number:	3144751	FAQ FARM	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.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:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3582228		

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NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/03/2011
Total Attachments: 4 source=3005378#page1.tif source=3005378#page2.tif source=3005378#page3.tif source=3005378#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ANSWERS CORPORATION, a Delaware corporation ("Grantor"), owns and uses in its business the Trademark Collateral (as defined below); and

WHEREAS, AFCV Intermediate Holdings, LLC, a Delaware limited liability (the "Borrower"), has entered into a Credit Agreement dated as of April 14, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement) with the lenders who are or may become party thereto, as Lenders (collectively, the "Lenders"), AFCV Holdings, LLC and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

WHEREAS, the Borrower and certain of its Subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements with one or more Hedge Banks; and

WHEREAS, the Borrower and certain of its Subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements with one or more Cash Management Banks; and

WHEREAS, Grantor has executed and delivered that certain Guaranty Agreement dated as of April 14, 2011 (said Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders, any Hedge Banks and any Cash Management Banks, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Loan Documents and all obligations of the Borrower under the Secured Hedge Agreements, including the obligation of the Borrower to make payments thereunder in the event of early termination thereof, and all obligations of the Borrower under the Secured Cash Management Agreements; and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of April 14, 2011 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Collateral Agreement"), among Grantor, Secured Party and the other grantors from time to time party thereto, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a security interest in all of

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Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

(iii) Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12th day of April, 2011.

ANSWERS CORPORATION, a Delaware
corporation

By: 

Name: David Karandish
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. TRADEMARKS:

Registered Owner	Trademark Description	Registration Number	Registration Date
Answers Corporation	ANSWERS.COM	3862166	October 12, 2010
Answers Corporation	ANSWERTIPS	3454511	June 24, 2008
Answers Corporation	WIKI ANSWERS	Not available (abandoned trademark)	Not available (abandoned trademark)
Answers Corporation	QUESTION AND ANSWER CO-OP	3141475	September 12, 2006
Answers Corporation	FAQ FARM	3144751	September 19, 2006
Answers Corporation	WIKIANSWERS.COM*	In process - not yet available	In process - not yet available
Answers Corporation	BLUFR*	In process - not yet available	In process - not yet available
Answers Corporation	"STARBURST A" LOGO*	In process - not yet available	In process - not yet available

FOREIGN TRADEMARKS:

Jurisdiction	Registered Owner	Trademark Description	Registration Number	Registration Date
Israel	Answers Corporation	ANSWERS.COM	192455	
Europe	Answers Corporation	ANSWERS.COM	004795712	
Europe	Answers Corporation (applicant)	"STARBURST A" LOGO	In process - not yet available	In process - not yet available

*Intent to Use