


12/09/2011  


12/7/11 RI  
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To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>Douglas R. Rice</p> <p><input checked="" type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>XO Group Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>195 Broadway</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u>      Zip: <u>10007</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) November 23, 2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 3629325

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Jeremy Lechtzin</u></p> <p>Internal Address: <u>c/o XO Group Inc.</u></p> <p>Street Address: <u>195 Broadway</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u>      Zip: <u>10007</u></p> <p>Phone Number: <u>(212) 219-8555</u></p> <p>Fax Number: <u>(877) 329-8060</u></p> <p>Email Address: <u>legal@xogrp.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$<u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name: <u>MARK J PIETRANTONE 00000023 3629325</u></p>
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**9. Signature:** Mark J. Pietrantone      01 FC:8521      December 6, 2011      40.00 DP

Signature      Date

Mark J. Pietrantone, Attorney  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



12-07-2011

TRADEMARK

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of November 23, 2011, is made by Douglas R. Rice and The FitWit Group, LLC, a Texas limited liability company (each, a "Grantor" and collectively, the "Grantors") in favor of XO Group Inc., a Delaware corporation (the "Secured Party").

WHEREAS, concurrently herewith, the Grantors and the Secured Party are entering into that certain Trademark License Agreement (the "Trademark License Agreement"), with respect to the license to the Secured Party of certain intellectual property of Grantors.

WHEREAS, in connection with the execution and delivery of the Trademark License Agreement, the Grantors desire to grant to the Secured Party a security interest in certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) (x) the Licensed Marks (as such term is defined in the Trademark License Agreement), including, without limitation, the registered BRIDALICIOUS trademark (United States Registration No. 3629325), and excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications and (y) all goodwill associated therewith and all arising therefrom;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Trademark License Agreement. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Trademark License Agreement, which is hereby incorporated by reference. The provisions of the Trademark License Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Trademark License Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. Upon termination of the Trademark License Agreement, the parties shall take such actions as necessary to terminate the security interest granted herein and will consent and cooperate with respect to all United State Patent and Trademark Office filings necessary to terminate such security interest.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (which may be delivered via facsimile or other electronic means, in each case, with confirmation of receipt), all of which will be one and the same agreement.

5. Successors and Assigns. This Trademark Security Agreement may not be assigned, delegated or transferred by either Grantor to any third party. Any attempted assignment, delegation or transfer by either Grantor in violation of the foregoing will be void. Subject to the foregoing, this Trademark Security Agreement shall inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

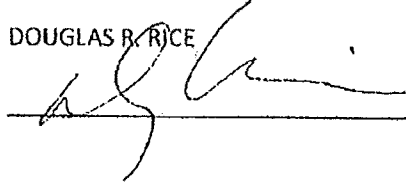
6. Unenforceability. If any provision of this General Release and Assignment is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

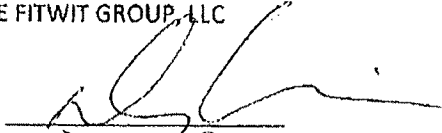
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Security Agreement as of the date first written above.

DOUGLAS R. RICE



THE FITWIT GROUP, LLC

By: 

Name: Douglas Rice  
Title: Authorized Agent

AGREED TO AND ACCEPTED:

XO GROUP INC.

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

Name:

Title:

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Security Agreement as of the date first written above.

DOUGLAS R. RICE

\_\_\_\_\_

THE FITWIT GROUP, LLC


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

Name:

Title:

AGREED TO AND ACCEPTED:

XO GROUP INC.

By: 

Name: CAROL KOH EVANS

Title: COO