

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bankrate, Inc.		01/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2753394	INSWEB	
Registration Number:	2800575	INSWEB	
Registration Number:	2015117	INSWEB	
Registration Number:	3303548	AGENTINSIDER	
Registration Number:	2277191	SIMPLIFYING YOUR INSURANCE DECISIONS	
Registration Number:	2458957	INSWEB	
Registration Number:	2467027	INSWEB	
Registration Number:	2511490	INSWEB	
Registration Number:	3364021	CONSUMER DEMAND MARKETING	
Registration Number:	3760402	PRODUCER PIPELINE	
Registration Number:	3760401	PP PRODUCER PIPELINE	
Registration Number:	3653251	MEDHEALTHINSURANCE	
Registration Number:	3629727	POTREROMEDIA	
Registration Number:	3625622	POTRERO MEDIA	

900212625

TRADEMARK  
 REEL: 004700 FRAME: 0827

CH \$390.00 2753394

Registration Number:	2686990	COVERAGEASSIST
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**CORRESPONDENCE DATA**

Fax Number: (302)636-5454

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	066218
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	01/20/2012
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**Total Attachments: 6**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bankrate, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 20, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wilmington Trust, National Association

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1100 North Market Street

City: Wilmington

State: Delaware

Country: United States Zip: 19890-0001

- ☒ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**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)

2,686,990

Additional sheet(s) attached? ☒ Yes ☐ No

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

COVERAGEASSIST-2/11/2003

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Wachtell Lipton Rosen & Katz

Internal Address: David Berman

Street Address: 51 W. 52nd St.

City: New York

State: NY Zip: 10019

Phone Number: 212-403-1433

Fax Number: \_\_\_\_\_

Email Address: dbberman@wlrk.com

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 390

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

David Berman

Signature

1/19/2012

Date

David Berman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

Item 4.B. and 4.C. (continued)

INSWEB	Bankrate, Inc.	2,753,394 / 8-19-2003
INSWEB & Design	Bankrate, Inc.	2,800,575 / 12-30-2003
INSWEB	Bankrate, Inc.	2,015,117 / 11-12-1996
AGENTINSIDER	Bankrate, Inc.	3,303,548 / 10-2-2007
SIMPLIFYING YOUR IN-SURANCE DECISIONS	Bankrate, Inc.	2,277,191 / 9-14-1999
INSWEB & Design	Bankrate, Inc.	2,458,957 / 6-12-2001
INSWEB & Design	Bankrate, Inc.	2,467,027 / 7-10-2001
INSWEB	Bankrate, Inc.	2,511,490 / 11-27-2001
CONSUMER DEMAND MARKETING	Bankrate, Inc.	3,364,021 / 1-1-2008
PRODUCER PIPELINE	Bankrate, Inc.	3,760,402 / 3-16-2010
PP PRODUCER PIPELINE	Bankrate, Inc.	3,760,401 / 3-16-2010
MEDHEALTHINSURANCE	Bankrate, Inc.	3,653,251 / 7-14-2009
POTREROMEDIA	Bankrate, Inc.	3,629,727 / 6-2-2009
POTRERO MEDIA	Bankrate, Inc.	3,625,622 / 5-26-2009

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 20, 2012, is made by (i) Bankrate, Inc., a Delaware corporation, located at 11760 U.S. Highway One, Suite 200, North Palm Beach, Florida 33408 (the "Grantor"), in favor of Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), Attention: Joseph O'Donnell, as Collateral Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Borrower and certain subsidiaries of the Borrower have entered into the Indenture dated as of July 13, 2010 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Indenture") with Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as Trustee;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Security Agreement, dated as of July 13, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor collaterally granted to the Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in the Intellectual Property, including, without limitation, the Trademarks, Patents, and Copyrights of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally grants to the Agent (for the benefit of the Secured Parties) a security interest in (a) all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (b) all goodwill of the business associated with the Trademarks, and (c) all rights to sue at law or in equity for any infringement other violation or impairment thereof arising prior to or after the date hereof (collectively, the "Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANKRATE, INC.

By: 

Name: Edward J. DiMaria  
Title: Senior Vice President and Chief  
Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION (successor by merger to  
Wilmington Trust FSB),

as Collateral Agent for the Secured Parties

By: 

Name: Joseph P. O'Donnell  
Title: Vice President

# Schedule A

## U.S. Trademark Registrations and Applications

Trademarks	Owner	Reg. No./Reg. Date
COVERAGEASSIST	Bankrate, Inc.	2,686,990 / 2-11-2003
INSWEB	Bankrate, Inc.	2,753,394 / 8-19-2003
INSWEB & Design	Bankrate, Inc.	2,800,575 / 12-30-2003
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INSWEB & Design	Bankrate, Inc.	2,467,027 / 7-10-2001
INSWEB	Bankrate, Inc.	2,511,490 / 11-27-2001
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