

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
Legacy.com, Inc.		04/02/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4021896	OBITMESSENGER
Registration Number:	3331204	MOVING TRIBUTES
Registration Number:	3971162	OBITTAKER
Registration Number:	3722162	OBITNETWORK
Registration Number:	3417162	GADZOO.COM THE WORLD OF PETS UNLEASHED
Registration Number:	3328994	OBIT FINDER
Registration Number:	3416961	GADZOO
Registration Number:	2541369	WHERE LIFE STORIES LIVE ON
Registration Number:	2550813	LEGACY NOTICE
Registration Number:	2556944	LEGACY.COM
Serial Number:	85344869	MY MEMORIALS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865

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

OP \$290.00 4021896

*via US Mail.*

Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.068
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/03/2012

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of April, 2012, by Legacy.com, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Legacy.com, Inc., as successor by merger to L.COM Acquisition, Inc. ("Borrower"), one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of April 2, 2012 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of April 2, 2012 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all Trademarks, whether now owned or existing or hereafter created, acquired or arising, including:

(i) each registered trademark and trademark registration application listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

**[Signature page follows]**

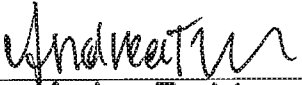
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LEGACY.COM, INC.

By:   
Name: Christopher Bartol  
Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By   
Name Andrea Tunick  
Title Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Obitmessenger	4021896	9/6/11
Moving Tributes	3331204	11/6/07
Obittaker	3971162	5/31/11
Obitnetwork	3722162	12/8/09
Gadzoo.com The World of Pets Unleashed	3417162	4/29/08
Obit Finder	3328994	11/6/07
Gadzoo	3416961	4/29/08
Where Life Stories Live On	2541369	2/19/02
Legacy Notice	2550813	3/19/02
Legacy.com	2556944	4/02/02
My Memorials	4104898	2/28/12

TRADEMARK REGISTRATION APPLICATIONS

Trademark Application                      U.S. Application No.                      Date Applied  
Description

NONE.