

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
Horoscope.com, Inc.		07/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avidbank Corporate Finance, a Division of Avidbank		
Street Address:	400 Emerson Street		
Internal Address:	Jon Krogstad		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85032957	HOROSCOPE COM	
Serial Number:	85035123	ASTROCENTER.COM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-638-6730		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	380703-5		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$65.00 85032957

Date:

07/17/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 16, 2012 by and between **AVIDBANK CORPORATE FINANCE, A DIVISION OF AVIDBANK**, a California corporation ("**Bank**") and HOROSCOPE.COM, INC., a Delaware corporation ("**Grantor**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). Notwithstanding the foregoing, the Collateral does not include any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

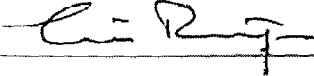
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

126 South Park
San Francisco, CA 94105
Attn: Eric Bonjour

HOROSCOPE.COM, INC.

By: 


Print Name: Eric Bonjour

Title: Chief Executive Officer

Address of Bank:

400 Emerson Street
Palo Alto, CA 94301
Attn: Jon Krogstad

AVIDBANK CORPORATE FINANCE,
A DIVISION OF AVIDBANK

By: 

Title: SVP

WF-ST234055018 2
380703-000005

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
None		

EXHIBIT B

Patents

Title	Serial/ Patent Number	Application/ Issue Date
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
HOROSCOPE.COM	85032957	5/7/10
ASTROCENTER.COM	85035123	5/11/10