

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
Yodle, Inc.		09/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85462788	YODLE PICTIMONIAL	
Serial Number:	85693646	PICTIMONIAL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F141117		
NAME OF SUBMITTER:	Laura A. Kenerson		
Signature:	/Laura A. Kenerson/		

OP \$65.00 85462788

TRADEMARK

Date:

09/06/2012

Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of September 4, 2012 by and between **YODLE, INC.**, a Delaware corporation with its chief executive office located at 50 West 23rd Street, 4th Floor, New York, New York 10010 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 29, 2011 (as may be amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.


NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit B to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
 - b. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit B annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

YODLE, INC.

By 
Name: Michael Gordon
Title: CEO

BANK:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

YODLE, INC.

By _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

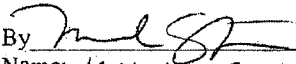
By  _____
Name: Melissa Speronis
Title: Senior Vice President

EXHIBIT A

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<p>The Company has filed with the United State Patent and Trademark Office a patent application titled "Methods and Apparatus for Generating an Online Marketing Campaign" on May 29, 2008. Yodle received a first Office Action with regard to this application wherein the Examiner rejected all of the claims. The initial deadline for responding to the Office Action was June 15, 2011 and Yodle filed its response on that date. Yodle received a Final Office Action on August 4, 2011 with regard to this application wherein the Examiner rejected all of the claims. Yodle responded to the Final Office Action on November 22, 2011. Yodle received a non-final Office Action dated June 6, 2012 wherein the Examiner raised new rejections. Yodle intends to respond to this Office Action by the September 6, 2012 deadline.</p>	<p>Application#: 12/129590</p>	<p>Application Date: 5/29/08</p>

EXHIBIT B

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
YODLE PICTIMONIAL (U.S. – Classes 9 & 35)	Application Serial No. 85/462,788	Filed 11/2/11; Notice of Allowance Issued 6/12/12
YODLE PICTIMONIAL (Canada)	Application 1575605	No. Filed 4/30/12
PICTIMONIAL (U.S. – Classes 9 & 35)	Application Serial No. 85/693,646	Filed 8/2/12;