

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	SHOP HOLDING CORPORATION		09/30/2012	CORPORATION: DELAWARE
	SHOPZILLA, INC.		09/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent			
Street Address:	2450 Colorado Avenue, Suite 3000 West			
City:	Santa Monica			
State/Country:	CALIFORNIA			
Postal Code:	90404			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
Serial Number:		85365123	SHOPOSCOPE	
Serial Number:		85675582	AISLE A	
Serial Number:		85729820	AISLE A POWERED BY INTENT	
Serial Number:		85729834		
Serial Number:		85729809	POWERED BY INTENT	
CORRESPONDENCE DATA				
Fax Number:	2136270705			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(213) 683-5627			
Email:	nancychow@paulhastings.com			
Correspondent Name:	Nancy Chow			
Address Line 1:	Paul Hastings LLP			
Address Line 2:	515 South Flower Street, 25th Floor			
Address Line 4:	Los Angeles, CALIFORNIA 90071			

CH \$140.00 85365123

ATTORNEY DOCKET NUMBER:	SHOPZILLA (73896.00106)
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	10/25/2012
Total Attachments: 5 source=WFCF_Shopzilla - Fully Executed Amendment Number One to Trademark Security Agreement#page1.tif source=WFCF_Shopzilla - Fully Executed Amendment Number One to Trademark Security Agreement#page2.tif source=WFCF_Shopzilla - Fully Executed Amendment Number One to Trademark Security Agreement#page3.tif source=WFCF_Shopzilla - Fully Executed Amendment Number One to Trademark Security Agreement#page4.tif source=WFCF_Shopzilla - Fully Executed Amendment Number One to Trademark Security Agreement#page5.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Credit Agreement, dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the lenders party thereto, and Agent, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about June 2, 2011 at Reel 4552, Frame 0940; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. The Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement) identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.


5. This Amendment is a Loan Document.

[signature pages follow]

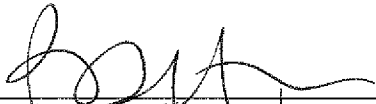
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

SHOP HOLDING CORPORATION,
a Delaware corporation

By: 
Name: _____
Title: _____

SHOPZILLA, INC.,
a California corporation

By: 
Name: BLYPHE HOLDEN
Title: SECM + GENERAL COUNSEL

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____



John Nocita

Managing Director

EXHIBIT A

Trademark Registrations/Applications

<u>Mark</u>	<u>Application No. and Filing Date</u>	<u>Registration No. and Issue Date</u>	<u>Jurisdiction</u>	<u>Record Owner</u>
SHOPOSCOPE	85365123 7/7/2011		US	Shopzilla, Inc.
Aisle A	85/675582 7/12/2012		US	Shopzilla, Inc.
Aisle A (logo)	85/729820 9/14/2012		US	Shopzilla, Inc.
Aisle A (Triangle)	85/729834 9/14/2012		US	Shopzilla, Inc.
BESO- Canada	1488398 7/13/2012		Canada	Shopzilla, Inc.
Powered By Intent	85/729809 9/14/2012		US	Shopzilla, Inc.