

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
SHOPZILLA, INC.		09/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85729809	POWERED BY INTENT	
CORRESPONDENCE DATA			
Fax Number:	2138925163		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-892-4000		
Email:	lrizzo@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 South Figueroa Street, Suite 3000		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	37773.09000		
NAME OF SUBMITTER:	Chris L. Holm		
Signature:	/Chris L. Holm/		
Date:	10/26/2012		

CH \$40.00 85729809

Total Attachments: 5

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of September 30th, 2012 (this "Amendment"), amends 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 **OBSIDIAN AGENCY SERVICES, INC.**, a California corporation, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent"). This Amendment is delivered pursuant to Section 4.05 of that certain Guarantee and Collateral Agreement, dated as of June 1, 2011, by and among the Grantors and 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; 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 the Secured Parties 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; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) 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 NEW YORK.

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.

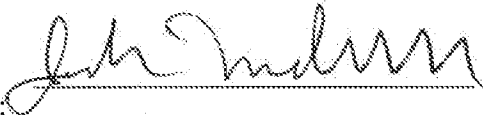
5. This Amendment is a Loan Document.

[Signature Pages Follow]

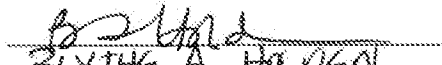
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

SHOP HOLDING CORPORATION,
a Delaware corporation

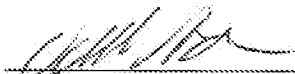
By: 
Name: _____
Title: _____

SHOPZILLA, INC.,
a California corporation

By: 
Name: BLYTHE A. HOLDEN
Title: General Counsel, Shopzilla Inc

AGENT:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: 
Name: David A. Hollander
Title: Vice President

Signature Page to Amendment Number One to Trademark Security Agreement

TRADEMARK
REEL: 004889 FRAME: 0577

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.

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