

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
PG USA, LLC		10/22/2012	LIMITED LIABILITY COMPANY: DELAWARE
LowerMyBills, Inc.		10/22/2012	CORPORATION: DELAWARE
LIM Holdings, LLC		10/22/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Experian Holdings, Inc.
Street Address:	475 Anton Boulevard
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4001486	SMART SHOPPING ANYTIME ANYWHERE
Registration Number:	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE
Registration Number:	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM PUBLISHERS, POSITIVE RESULTS
Registration Number:	4076003	PRICEGRABBER
Registration Number:	3132945	PRECIOMANIA
Registration Number:	2871744	
Registration Number:	2811883	COMPARISON SHOPPING BEYOND COMPARE
Registration Number:	3842999	COUPONGRABBER
Registration Number:	2582289	PRICEGRABBER.COM
Registration Number:	2585393	THE SMART PLACE TO START YOUR SHOPPING

CH \$815.00 4001486

Registration Number:	2433561	PRICEGRABBER
Registration Number:	2416972	BOTTOMDOLLAR.COM
Serial Number:	85475933	DEALGRABBER
Serial Number:	85475947	DEAL GRABBER
Registration Number:	3372842	LOWER MY PAYMENT.COM
Registration Number:	4024917	PREMIERLEAD
Registration Number:	4024916	PREMIERPLUS
Registration Number:	3851740	PREMIERPLUS
Registration Number:	3851739	PREMIERLEAD
Registration Number:	3111880	MORTGAGE QUOTES. FAST. EASY. FREE.
Registration Number:	3248457	I WANT TO GET A HOME EQUITY LOAN
Registration Number:	3032260	EASY COMPARISONS. MORE CHOICES. BIGGER SAVINGS.
Registration Number:	3121678	LOWERYOURBILLS.COM
Registration Number:	3118102	GOT BILLS?
Registration Number:	3094065	BILLPAY PLUS
Registration Number:	2879519	LOWERMYPILLS.COM
Registration Number:	2519342	LOWERMYPILLS.COM
Registration Number:	4108131	CLASSESUSA.COM
Registration Number:	4108130	CLASSESUSA
Registration Number:	2982463	CLASSESUSA.COM
Registration Number:	2980316	CLASSESUSA
Registration Number:	3086845	ONLINE DEGREES

CORRESPONDENCE DATA

Fax Number: 3122367516
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-368-4000
Email: mary.wysocki@dlapiper.com
Correspondent Name: Jennifer Lacroix
Address Line 1: P. O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	381633-00009
NAME OF SUBMITTER:	Jennifer Lacroix
Signature:	/Jennifer Lacroix/
Date:	10/30/2012

TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of the 22nd day of October 2012 by **PG USA, LLC**, a Delaware limited liability company having a mailing address at 6701 Center Drive West, Suite 300, Los Angeles, California 90045, **LowerMyBills, Inc.**, a Delaware corporation having a mailing address at 6701 Center Drive W, Suite 300, Los Angeles, California 90045, **LIM Holdings, LLC**, a Delaware limited liability company having a mailing address at 6701 Center Drive W, Suite 300, Los Angeles, California 90045, and **LMB Mortgage Services, Inc.**, a Delaware corporation having a mailing address at 6701 Center Drive W, Suite 300, Los Angeles, California 90045 (each individually a "**Debtor**" and together the "**Debtors**"), in favor of **Experian Holdings, Inc.**, a Delaware corporation having a mailing address at 475 Anton Boulevard, Costa Mesa, California 92626 ("**Secured Party**") (together with Debtors, the "**Parties**").

This Agreement supplements the Security Agreement dated as of even date herewith made by Debtors and the other Credit Parties party thereto in favor of Secured Party (herein the "Security Agreement"). The Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby make the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

ARTICLE I

CONSTRUCTION AND DEFINED TERMS

1.01 **Article and Section Headings.** Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

1.02 **Schedules and Exhibits.** Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Loan Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

1.03 **Security Agreement Defined Terms.** Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

1.04 **Other Defined Terms.** Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Licensed Rights**" As defined in Section 2.01.

"**Security Agreement**" As defined on the first page of this Agreement.

"**Scheduled Trademark**" or "**Scheduled Trademarks**" Debtors' Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"**Trademark Collateral**" As defined in Section 2.01.

"**Trademark Office**" The United States Patent and Trademark Office, and any successor thereto.

"**Trademark Records**" As defined in Section 2.01.

ARTICLE II **SECURITY INTEREST**

2.01 **Collateral Assignment; Security Interest.** To further secure the full and timely payment, performance and satisfaction of the Secured Obligations, and without limiting the legal operation and effect of any other Loan Document, Debtors hereby collaterally assign to Secured Party, and grant to Secured Party a security interest in, all of Debtors' now owned and hereafter acquired, created or arising Property described below (referred to herein as "**Trademark Collateral**"):

(a) All of Debtors' Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for (excluding any intent-to-use Trademark applications filed in the U.S.), any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "**Core Trademark Collateral**"); and

(b) All of Debtors's right, title and interest (but not Debtors' obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtors are engaged in on the date of this Agreement (including any license granted to Debtors under this Agreement) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(c) All of Debtors' cash and non-cash proceeds (as "proceeds" is defined in Article 9 of the UCC) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(d) All of Debtors' Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtors with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtors' rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

2.02 **Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Loan Documents, all terms of which are incorporated herein by reference. Debtors shall fulfill all of Debtors' covenants and other obligations under the Security Agreement.

ARTICLE III

GENERAL PROVISIONS

3.01 **Notices.** Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

3.02 **Successors and Assigns.** This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtors and their successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, permitted transferees and permitted assigns. This Agreement may not be assigned by Debtors without the prior written consent of Secured Party.

3.03 **Filing, Registering, Recording.** Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with the Trademark Office or in any similar office or agency of the United States, any State or any other country, to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement. Debtors shall pay all of Secured Party's costs and expenses (including reasonable attorney's fees) of filing, registering or recording this Agreement.

3.04 **Miscellaneous.** This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one

counterpart of this Agreement. All representations, warranties and covenants of Debtors contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtors of the Secured Sums and the termination of the Security Agreement.

3.05 **Governing Law**. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of California, without regard to conflicts of law principles.


3.06 **Termination**. This Agreement shall remain in full force and effect until payment in full in cash and performance of all of the Secured Sums, termination of all commitments of the Lenders and a release of all claims against Secured Party, whereupon this Agreement shall terminate without further action on the part of any Person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto execute this Agreement under seal as of the day and year first above written.

DEBTORS:

PG USA, LLC, a Delaware limited liability company

By: 

Name: Stephen H. Krenzer

Title: Chief Executive Officer

LOWERMYBILLS, INC., a Delaware corporation

By: 

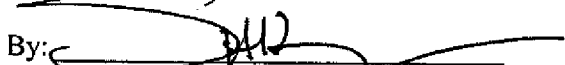
Name: Stephen H. Krenzer

Title: Chief Executive Officer

LIM HOLDINGS, LLC

Its Sole Stockholder

By: **CPL HOLDINGS, LLC**

By: 

Name: Stephen H. Krenzer

Title: Chief Executive Officer

LMB MORTGAGE SERVICES, INC., a Delaware corporation

By: 

Name: Stephen H. Krenzer

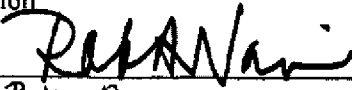
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SECURED PARTY:

EXPERIAN HOLDINGS, INC., a Delaware
corporation

By: 
Name: Rohan Doms
Title: Assistant Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

PGA USA, LLC

A. U.S. Federal

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
85137894	4001486	SMART SHOPPING ANYTIME ANYWHERE	September 24, 2010	July 26, 2011
85137819	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	September 24, 2010	January 17, 2012
85360956	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM PUBLISHERS, POSITIVE RESULTS	June 30, 2011	July 3, 2012
85137858	4076003	PRICEGRABBER	September 24, 2010	December 27, 2011
78717988	3132945	PRECIOMANIA	September 21, 2005	August 22, 2006
78283515	2871744	(Design of person at Computer)	August 5, 2003	August 10, 2004
78193635	2811883	COMPARISON SHOPPING BEYOND COMPARE	July 8, 2003	February 3, 2004
77846879	3842999	COUPONGRABBER	October 12, 2009	August 31, 2010
76337873	2582289	PRICEGRABBER.COM	November 14, 2001	June 18, 2002

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
76337872	2585393	THE SMART PLACE TO START YOUR SHOPPING	November 14, 2001	June 25, 2002
76004478	2433561	PRICEGRABBER	March 20, 2000	March 6, 2001
75680052	2416972	BOTTOMDOLLAR.COM	April 30, 1999	January 2, 2001
85475933		DEALGRABBER	November 17, 2011	
85475947		DEAL GRABBER	November 17, 2011	

B. Foreign

App. No. /Reg. No.	Mark	Country	Registration Date
1076979	PRICEGRABBER	Australia	September 22, 2005
783734	PRICEGRABBER	Benelux	December 16, 2005
827,778,813	PRICEGRABBER	Brazil	June 15, 2010
827,778,805	PRECIOMANIA	Brazil	June 15, 2010
TMA632,248	PRICEGRABBER.COM	Canada	February 8, 2005
5729335	KUAI JIA BAO	China	November 21, 2009
5729336	PRICEGRABBER	China	November 21, 2009
5729334	PAI SI GAI BO	China	November 21, 2009

App. No. /Reg. No.	Mark	Country	Registration Date
5374121	PAI SI GAI BO	China	August 28, 2009
5374120	KUAI JIA BAO	China	September 7, 2009
5278520	PRICEGRABBER	China	September 14, 2009
9434176	PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	European Community	May 10, 2011
6932826	PRECOMANIA.COM	European Community	February 17, 2009
6932751	PRECOMANIA.COM	European Community	June 5, 2009
6932719	PRECOMANIA	European Community	February 17, 2009
6932818	PRECOMANIA	European Community	February 20, 2009
004652624	PRICEGRABBER	European Community	September 19, 2006
3758653	PRICEGRABBER.COM	European Community	August 8, 2005
004970711	PRECIOMANIA	European Community	April 10, 2007
04 3317342	PRECOMANIA.COM	France	October 8, 2004
300500138	PRICEGRABBER	Hong Kong	September 23, 2005
2005-90387	PRICEGRABBER	Japan	June 29, 2007
741,727	PRICEGRABBER	Mexico	November 24, 2005

App. No. /Reg. No.	Mark	Country	Registration Date
910162	PRECIOMANIA	Mexico	November 24, 2005
E4652624	PRICEGRABBER	UK	September 19, 2006
2371944	PRICEGRABBER.COM	UK	June 10, 2005
T05/181191	PRICEGRABBER	Singapore	April 13, 2006
01212483	PRICEGRABBER	Taiwan	June 1, 2006

C. Unregistered - Common Law Use Rights

Trademark	Country
PRECOMANIA	UK
PRICEGRABBER	UK
PRICEGRABBER	European Community
MYPRICEGRABBER	USA
PGPARTNER	USA
PRICEGRAB	USA
PRICEGRABBERS	USA
PRICEGRABBERUR	USA
PRICEGRABBING	USA
PRICEGRABER	USA
PRICGRABBERS	USA
PRICGRABER	USA
WWWPRICEGRABBER	USA
PRECIOSMANIA	USA
PRECOMANIA	USA
PRICEGRABBER	USA
PRECOSMANIA	USA
PREISGRABBER	USA

LowerMyBills, Inc.**A. U.S. Federal**

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
78496058	3372842	Lower My Payment.COM	October 7, 2004	January 22, 2008
85088027	4024917	PREMIERLEAD	July 19, 2010	September 13, 2011
85088022	4024916	PREMIERPLUS	July 19, 2010	September 13, 2011
78804331	3851740	PREMIERPLUS	February 1, 2006	September 21, 2010
78804288	3851739	PREMIERLEAD	February 1, 2006	September 21, 2010
78671330	3111880	MORTGAGE QUOTES. FAST. EASY. FREE.	July 15, 2005	July 4, 2006
78669937	3248457	I WANT TO GET A HOME EQUITY LOAN	July 13, 2005	May 29, 2007
78540117	3032260	EASY COMPARISONS. MORE CHOICES, BIGGER SAVINGS.	December 30, 2004	December 20, 2005
78438039	3121678	LOWERYOURBILLS.COM	June 18, 2004	July 25, 2006
78431901	3118102	GOT BILLS?	June 8, 2004	July 18, 2006
78430764	3094065	BILLPAY PLUS	June 7, 2004	May 16, 2006
78287759	2879519	LOWERMYBILLS.COM	August 14, 2003	August 31, 2004
75900402	2519342	LOWERMYBILLS.COM	January 19, 2000	December 18, 2001
85088027	4024917	PREMIERLEAD	July 19, 2010	September 13, 2011

B. U.S. State

Reg. No.	Mark	State	Registration Date
2005-00495346	COMPAREFREEQUOTES	Wyoming	June 27, 2005

10073098	COMPAREFREEQUOTES	Nebraska	June 27, 2005
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C. Foreign

Reg. No.	Country	Mark	Filing Date	Registration Date
842593	Australia	LOWERMYBILLS.COM	July 14, 2000	July 14, 2000
TMA583001	Canada	LOWERMYBILLS.COM	June 3, 2003	June 3, 2003
2239322	United Kingdom	LOWERMYBILLS.COM	July 14, 2000	October 26, 2001

LIM Holdings, LLC

U.S Federal

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
85351039	4108131	CLASSESUSA.COM	June 20, 2011	March 6, 2012
85351030	4108130	CLASSESUSA	June 20, 2011	March 6, 2012
78429330	2982463	CLASSESUSA.COM	June 3, 2004	August 2, 2005
78429341	2980316	CLASSESUSA	June 3, 2004	July 26, 2005
78478376	3086845	ONLINE DEGREES	September 3, 2004	April 25, 2006

LMB Mortgage Services, Inc.

U.S. State

Reg. No.	Mark	State	Registration Date
2009-00576226	LOWERMYBILLS.COM	Wyoming	October 30, 2009
111837	LOWERMYBILLS.COM	Alabama	February 11, 2009
10131058	LOWER MY BILLS.COM	Nebraska	January 14, 2010