

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
Internet Brands, Inc.		08/14/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	11175 Cicero Drive
Internal Address:	Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3498053	OLDRIDE.COM
Registration Number:	2686888	HOTROD HOTLINE
Registration Number:	2902906	TAKE THE GUESSWORK OUT OF RESIDENT RETENTION
Registration Number:	4066916	INSITE
Registration Number:	2864640	TURN RESEARCH INTO REVENUE
Registration Number:	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICES

**CORRESPONDENCE DATA**

Fax Number: 2127514864  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-906-1200  
 Email: angela.amaru@lw.com  
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP  
 Address Line 1: 885 Third Avenue  
 Address Line 2: Suite 1000

CH \$165.00 3498053

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039112-0076

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 11/20/2012

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of August 14, 2012, among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 17, 2010 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among MICRO HOLDING CORP., a Delaware corporation ("Holdings"), MICRO ACQUISITION CORP., a Delaware corporation (which on the Closing Date was merged with and into INTERNET BRANDS, INC., a Delaware corporation, with INTERNET BRANDS, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications and United States Copyright registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

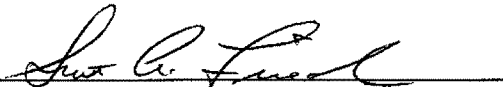
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).


SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

**INTERNET BRANDS, INC.**, a Delaware corporation,

By:   
Scott A. Friedman  
Chief Financial Officer

**GENERAL ELECTRIC CAPITAL CORPORATION**, as Collateral Agent,

By:   
Name: Phillip P. Smith  
Title: Duly Authorized Signatory

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

## A. UNITED STATES COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

## B. UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Territory	Serial No.	Registration No.	Filing Date	Registration Date	Reg. Owner/ Grantor
OLDRIDE.COM	United States	77253766	3498053	August 13, 2007	September 9, 2008	Internet Brands, Inc.
HOTROD HOTLINE	United States	75649409	2686888	March 1, 1999	February 11, 2003	Internet Brands, Inc.
TAKE THE GUESS WORK OUT OF RETENTION	United States	76534355	2902906	August 1, 2003	November 16, 2004	Internet Brands, Inc.
INSITE	United States	85307246	4066916	April 28, 2011	4066916	Internet Brands, Inc.
TURN RESEARCH INTO REVENUE	United States	76534389	2864640	August 1, 2003	July 20, 2004	Internet Brands, Inc.
RESIDENT RELATIONSHIP MANAGEMENT SERVICES	United States	76472095	2957504	December 2, 2002	May 31, 2005	Internet Brands, Inc.

## TRADEMARKS SURRENDERED

Mark	Territory	Serial No.	Registration No.	Registration Date	Cancellation Date	Reg. Owner/ Grantor
AccidentAttorneys.com	United States	78568359	3096969	May 23, 2006	June 21, 2012	Internet Brands, Inc.
DivorcelawFirms.com	United States	78568396	3094517	September 2, 2008	June 21, 2012	Internet Brands, Inc.
DRUNK DRIVING LAWYERS.COM	United States	78568513	3118505	July 18, 2006	June 21, 2012	Internet Brands, Inc.
EmploymentLawFirms.com	United States	78569624	3091734	May 9, 2006	June 22, 2012	Internet Brands, Inc.
EnviromentalLawyers.com	United States	78568413	3074950	March 26, 2006	May 22, 2012	Internet Brands, Inc.
PayforCamp.com	United States	76213618	2591116	July 9, 2002	June 25, 2012	Internet Brands,

Schedule F

						Inc.
ProductLiabilityLawyer.com	United States	78568434	3091733	May 9, 2006	June 22, 2012	Internet Brands, Inc.
TechnologyLawyers.com	United States	78569646	3091735	May 9, 2006	June 22, 2012	Internet Brands, Inc.