

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Auction.com, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	211 Perimeter Center Parkway, Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3882160	REDC	
Registration Number:	3882161	REDC	
Registration Number:	3760493	RED CROWN REALTY	
Registration Number:	3760494	RED CROWN REALTY	
Registration Number:	3847080	REDC REALTY SERVICES	
Registration Number:	3862609	REDC REALTY SERVICES	
Registration Number:	3859517	REDCDEFAULTSOLUTIONS	
Registration Number:	3859518	REDCDEFAULTSOLUTIONS	
Registration Number:	3777139	LENDERMUSTSELL	
Registration Number:	3777142	LENDERMUSTSELL	
Registration Number:	3924511	AUCTIONTODAY	
Registration Number:	3776520	USHOMEAUCTION	
Serial Number:	85172009	AUCTION.COM	
Serial Number:	85172010	AUCTION.COM	

CH \$415.00 3882160

**TRADEMARK**

**900242961**

**REEL: 004934 FRAME: 0291**

Registration Number:	2704370	SOLD.COM
Serial Number:	85711470	AUCTIONFINANCE

**CORRESPONDENCE DATA**

Fax Number: 4045725135  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-572-2458  
Email: slake@kslaw.com  
Correspondent Name: Susan Lake  
Address Line 1: 1180 Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015894
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	01/02/2013

**Total Attachments: 5**  
source=Auction\_com\_SunTrust\_\_Trademark\_Security\_Agreement\_(Amendment\_3)\_(EXECUTED)#page1.tif  
source=Auction\_com\_SunTrust\_\_Trademark\_Security\_Agreement\_(Amendment\_3)\_(EXECUTED)#page2.tif  
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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2012 (this "Security Agreement"), is made by Auction.com, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

### WITNESSETH:

**WHEREAS**, the Grantor, the lenders from time to time parties thereto, the issuing bank party thereto and the Administrative Agent have entered into the Revolving Credit and Term Loan Agreement, dated as of May 12, 2011 (as amended by Amendment No. 1, dated as of October 3, 2011, by Amendment No. 2 and Waiver, dated as of August 10, 2012, by Amendment No. 3, dated as of December 21, 2012, and as further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of May 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Guaranty and Security Agreement); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and in order to ensure compliance with the Credit Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

**Section 1**     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all Trademarks owned by such Grantor in its own name as of the Amendment No. 3 Closing Date.

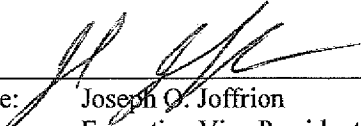
**Section 5**      **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**      **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AUCTION.COM, LLC**

By:   
Name: Joseph O. Joffrion  
Title: Executive Vice President

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO AUCTION.COM, LLC TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004934 FRAME: 0295**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

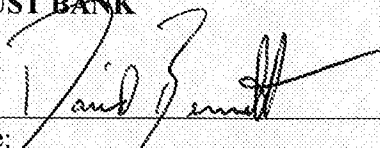
**AUCTION.COM, LLC**

By: \_\_\_\_\_  
Name: Joseph O. Joffrion  
Title: Executive Vice President

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: \_\_\_\_\_  
Name:   
Title: **DAVID A. BENNETT  
VICE PRESIDENT**

Trademarks

I. REGISTERED TRADEMARKS

**U.S. Trademarks**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
REDC	35,36	3882160 11/30/2010	Auction.com, LLC	11/30/2020
REDC (Design)	35,36	3882161 11/30/2010	Auction.com, LLC	11/30/2020
RED CROWN REALTY	36	3760493 03/16/2010	Auction.com, LLC	03/16/2020
RED CROWN REALTY (Design)	36	3760494 03/16/2010	Auction.com, LLC	03/16/2020
REDC REALTY SERVICES	36	3847080 09/14/2010	Auction.com, LLC	09/14/2020
REDC REALTY SERVICES (Design)	36	3862609 10/19/2010	Auction.com, LLC	10/19/2020
REDCDEFAULTSOLUTIONS	35,36	3859517 10/12/2010	Auction.com, LLC	10/12/2020
REDCDEFAULTSOLUTIONS (Design)	35,36	3859518 10/12/2010	Auction.com, LLC	10/12/2020
LENDERMUSTSELL	36	3777139 04/20/2010	Auction.com, LLC	04/20/2020
LENDERMUSTSELL (Design)	36	3777142 04/20/2010	Auction.com, LLC	04/20/2020
AUCTIONTODAY (Design)	36	3924511 03/01/2011	Auction.com, LLC	03/01/2021
USHOMEAUCTION	35,36	3776520 04/13/2010	Auction.com, LLC	04/13/2020
AUCT!ON.COM	35	85172009 08/23/2011	Auction.com, LLC	08/23/2021
AUCT!ON.COM (Design)	35	85172010 03/26/2012	Auction.com, LLC	03/06/2022
SOLD.COM	35,36	2704370 01/14/2003	Auction.com, LLC	04/08/2013

II. TRADEMARK APPLICATIONS

**U.S. Trademarks**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
AUCTIONFINANCE (Stylized)	36	85/711470 08/23/2012	Auction.com, LLC	Pending