

**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>
American Marketing & Publishing, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Shore Community Bank & Trust Company		
<b>Street Address:</b>	1145 Wilmette Ave		
<b>City:</b>	Wilmette		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60091		
<b>Entity Type:</b>	COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2554495	HOMEPAGES	
Registration Number:	3768367	CLOSEBY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124607000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	312-460-5000		
<b>Email:</b>	chiipdocket@seyfarth.com		
<b>Correspondent Name:</b>	Julia K Sutherland		
<b>Address Line 1:</b>	131 South Dearborn Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	69744-5		
<b>NAME OF SUBMITTER:</b>	Julia K. Sutherland		

CH \$65.00 2554495

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 REEL: 004948 FRAME: 0672**

Signature:	/jks/
Date:	01/24/2013
<b>Total Attachments: 6</b> source=15130111_Trademark Security Agreement#page1.tif source=15130111_Trademark Security Agreement#page2.tif source=15130111_Trademark Security Agreement#page3.tif source=15130111_Trademark Security Agreement#page4.tif source=15130111_Trademark Security Agreement#page5.tif source=15130111_Trademark Security Agreement#page6.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2012, is made by AMERICAN MARKETING & PUBLISHING, LLC, a Delaware limited liability company (the "Grantor"), in favor of NORTH SHORE COMMUNITY BANK & TRUST COMPANY (the "Bank"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement referenced below.

**RECITALS**

A. The Grantor, Holdings and the Bank have entered into a Revolving Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor and Holdings.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and Holdings under the Loan Agreement and all other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN MARKETING &  
PUBLISHING, LLC

By: Abraham Andruski  
Name: Abraham Andruski  
Title: CEO

Acknowledged:

NORTH SHORE COMMUNITY BANK & TRUST COMPANY

By: \_\_\_\_\_  
Eric M. Edelheit  
Senior Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

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The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN MARKETING &  
PUBLISHING, LLC

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

Acknowledged:

NORTH SHORE COMMUNITY BANK & TRUST COMPANY

By:  \_\_\_\_\_  
Eric M. Edelheit  
Senior Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

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**TRADEMARK**  
**REEL: 004948 FRAME: 0677**

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
HomePages		2,554,495		4/2/2002
Closeby.com		3,768,367		3/30/2010

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application

NONE.

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