

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
LegalZoom.com, Inc.		10/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4002425	START YOUR BUSINESS. PROTECT YOUR FAMILY. LAUNCH YOUR DREAMS.	
Registration Number:	3929722	LZ FINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355281-60		
NAME OF SUBMITTER:	Troy Zander		

Signature:	/s/ Troy Zander
Date:	02/25/2013
Total Attachments: 7 source=LegalZoom com - IPSA#page1.tif source=LegalZoom com - IPSA#page2.tif source=LegalZoom com - IPSA#page3.tif source=LegalZoom com - IPSA#page4.tif source=LegalZoom com - IPSA#page5.tif source=LegalZoom com - IPSA#page6.tif source=LegalZoom com - IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2012 by and between COMERICA BANK ("Bank") and LEGALZOOM.COM, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

This Agreement is intended to and does completely amend, restate, supercede and replace, without novation, the Intellectual Property Security Agreement dated as of October 31, 2008 by and between Grantor and Bank, as amended from time to time prior to the date hereof. The execution and delivery of this Agreement shall not, in any manner or circumstance, be deemed to be a novation of or to have terminated, released, extinguished, or discharged any of the Grantor's obligations, indebtedness, duties or liabilities under the foregoing or any Liens granted to Bank in connection therewith or the other Loan Documents, all of which are hereby ratified and confirmed. All security interests granted by the Grantor in connection with the foregoing shall continue in full force and effect.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

101 N. Brand Blvd., Suite 1100
Glendale, CA 91203
Attn: Chief Executive Officer

GRANTOR:

LEGALZOOM.COM, INC.

By: 

Name: Fred J. Krupica

Title: CFO

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 

Name: PAULA J. HOWELL

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
LegalZoom.com home page and LegalZip pages	TX-6-210-374	10/11/2005
LegalZoom.com, Inc.	TX-6-210-373	10/11/2005
A guide to incorporating your business	TX-6-164-711	04/25/2005
A step by step guide to your comprehensive trademark report	TX-6-161-655	04/25/2005
001 LegalZoom.com home page and LegalZip pages. TX 6-210-374. 002 LegalZoom.com, Inc. TX 6-210-373. 003 A guide to incorporating your business. TX 6-164-711. 004 A step by step guide to your comprehensive trademark report. TX 6-161-655.	V3572D517	11/14/2008
New Answer Center Answers	TXu001680694	3/21/2010
Updated Training Manual	TXu001682204	3/21/2010
Bill of Sale (Automobile)	TXu001813984	6/6/2012
Bill of Sale (Automobile) – with Promissory Note	TXu001813983	6/6/2012
Employee Intellectual Property and Inventions Assignment Agreement (with Nondisclosure)	TXu001813986	6/6/2012
General Agreement	TXu001813935	6/6/2012
Independent Contractor Agreement	TXu001813972	6/6/2012
Lease Termination Agreement	TXu001813973	6/6/2012
Move In/Move Out Checklist	TXu001813975	6/6/2012
Pet Sitting Agreement	TXu001813976	6/6/2012
Residential Rental Application	TXu001813977	6/6/2012
Academic Letter of Recommendation	TX-7-634-966	12/9/2012
Acknowledgment of Customer Complaint	TX-7-634-526	12/9/2012
Adverse Action Letters	TX-7-634-529	12/9/2012
Business Plan Nondisclosure Agreement	TX-7-634-415	12/9/2012
Consulting Services Agreement	TX-7-634-962	12/9/2012
Independent Contractor Application	TX-7-634-961	12/9/2012
Mutual Nondisclosure Agreement	TX-7-634-957	12/9/2012
Purchase Receipt	TX-7-634-527	12/9/2012
Secured Promissory Note (Demand)	TX-7-634-955	12/9/2012
Secured Promissory Note (Fully Amortized)	TX-7-634-956	12/9/2012

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Secured Promissory Note (Installment with Balloon Final Payment)	TX-7-634-954	12/9/2012
	Secured Promissory Note (Interest-only with Balloon Final Payment)	TX-7-634-953	12/9/2012
	Trademark Cease and Desist	TX-7-634-963	12/9/2012
	Unilateral Nondisclosure Agreement	TX-7-634-964	12/9/2012
	Unsecured Promissory Note (Fully Amortized)	TX-7-634-285	12/9/2012
	Unsecured Promissory Note (Installment with Balloon Final Payment)	TX-7-639-647	12/9/2012
	Unsecured Promissory Note (Interest-only with Balloon Final Payment)	TX-7-639-646	12/9/2012
	Unsecured Promissory Note (Lump-sum Payment)	TX-7-639-965	12/9/2012

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Registration Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LegalZoom	3211009	2/20/2007
LegalZoom	3210861	2/20//2007
LegalZoom	3210728	2/20//2007
LegalZip	3158314	10/17/2006
LegalZoom (stylized)	2540549	2/19/2002
LegalZoom.com (stylized)	77476052	5/15/2008
LegalZoom.com	77471025	5/9/2008
We Put The Law On Your Side	77427654	3/20/2008
LegalZoom.com	3569400	2/3/2009
Proxilaw	2836646	4/27/2004
We Put The Law On Your Side	3608302	4/21/2009
LegalZoom.com	3748170	2/16/2010
Start Your Business. Protect Your Family. Launch Your Dreams	4002425	7/26/2011
LZ Financial Services	3929722	3/8/2011