

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	ZAPPLI, INC.		03/15/2013	CORPORATION: DELAWARE
	SHOP HOLDING CORPORATION		03/15/2013	CORPORATION: DELAWARE
	SHOPZILLA, INC.		03/15/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT			
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST			
City:	SANTA MONICA			
State/Country:	CALIFORNIA			
Postal Code:	90404			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	4251137	INSTABUY	
CORRESPONDENCE DATA				
Fax Number:	8584583005			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	8584583000			
Email:	ryane@paulhastings.com			
Correspondent Name:	Ryan Enchelmayer			
Address Line 1:	4747 Executive Dr., 12th FL			
Address Line 2:	Paul Hastings LLP			
Address Line 4:	San Diego, CALIFORNIA 92121			
ATTORNEY DOCKET NUMBER:	73896.00106			
NAME OF SUBMITTER:	Ryan M. Enchelmayer			

Signature:	/Ryan M. Enchelmayer/
Date:	03/15/2013
Total Attachments: 6 source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page1.tif source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page2.tif source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page3.tif source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page4.tif source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page5.tif source=WFCF_Shopzilla - Fully Executed Amendment Number Two to Trademark Securi#page6.tif	

AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**") is entered into as of March 15, 2013, by and among New Grantor (defined below), the Grantors listed on the signature pages hereof, and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Trademark Security Agreement, dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), by and among the Grantors listed on the signature pages thereof (collectively, the "**Grantors**" and each a "**Grantor**") and Agent, or, if not defined therein, that certain Credit Agreement, dated as of June 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Grantors, the lenders party thereto, and Agent.

WHEREAS, (i) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about June 2, 2011 at Reel 4552, Frame 0940 and (ii) that certain Amendment Number One to Trademark Security Agreement dated as of September 30, 2012, by and among the Grantors listed on the signature pages thereof and Agent, was recorded with the United States Patent and Trademark Office on October 25, 2012 at Reel 004888, Frame 0945; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by joining Zappli Inc, a Delaware corporation ("**New Grantor**") and by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "**Additional Trademarks**"), and such Additional Trademarks shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations, continuing security interests in all of such Grantor's

right, title, and interest in, to, and under the Additional Trademarks; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

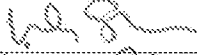
6. This Amendment is a Loan Document.

[Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

ZAPPLI, INC.,
a Delaware corporation

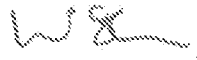
By: 
Name: William Glass
Title: CEO

GRANTORS:

SHOP HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

SHOPZILLA, INC.,
a California corporation

By: 
Name: WILLIAM GLASS
Title: CEO

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

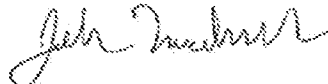
NEW GRANTOR:

ZAPPLI, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTORS:

SHOP HOLDING CORPORATION,
a Delaware corporation

By:  _____
Name: John T. Treadwell
Title: President

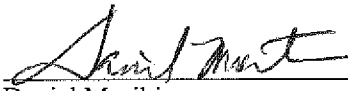
SHOPZILLA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

AGENT:

**WELLS FARGO CAPITAL FINANCE,
LLC, a Delaware limited liability company**

By: 
Name: Daniel Morihito
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY
AGREEMENT]

**TRADEMARK
REEL: 004984 FRAME: 0097**

SCHEDULE I
to
AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

Trademark Registration/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Zapli, Inc.	U.S.	INSTABUY	4251137	11/27/2012

Trademark License

None.