

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
	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:	Obsidian Agency Services, Inc. (as collateral agent)			
Street Address:	2951 28th St., Suite 1000			
Internal Address:	Attn: David A. Hollander			
City:	Santa Monica			
State/Country:	CALIFORNIA			
Postal Code:	90405			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	4251137	INSTABUY	
CORRESPONDENCE DATA				
Fax Number:	2125305219			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(212)530-5000			
Email:	cholm@milbank.com			
Correspondent Name:	Milbank Tweed Hadley & McCloy LLP			
Address Line 1:	1 Chase Manhattan Plaza			
Address Line 2:	Attn: Chris L. Holm			
Address Line 4:	New York, NEW YORK 10005			
ATTORNEY DOCKET NUMBER:	37773-08700			
NAME OF SUBMITTER:	Chris L. Holm			

CH \$40.00 4251137

Signature:	/Chris L. Holm/
Date:	03/18/2013
Total Attachments: 6 source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page1.tif source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page2.tif source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page3.tif source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page4.tif source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page5.tif source=EXECUTED_Amendment 2 to Trademark Security Agreement_2_#page6.tif	

AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of March 15, 2013 (this "Amendment"), is delivered pursuant to 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"), among New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **OBSIDIAN AGENCY SERVICES, INC.**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Credit Agreement (as defined in the Trademark Security Agreement).

WHEREAS, (i) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 2, 2011 at Reel 004553, Frame 0001 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 Collateral Agent; and

WHEREAS, Grantors and Collateral 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 certain Trademarks to the Trademark Collateral, and 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 Collateral Agent, for the benefit of the Secured Parties, 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 Collateral Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral 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) unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; (c) represents and

warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, WAIVER OF JURY TRIAL AND JURISDICTION SET FORTH IN SECTIONS 9.07, 9.11 AND 9.15, RESPECTIVELY, OF THE CREDIT 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 on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. 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 follow]

IN WITNESS WHEREOF, the undersigned parties hereio 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:



WILLIAM GLASS

CEO


GRANTORS:

SHOP HOLDING CORPORATION,
a Delaware corporation

By:
Name:
Title:

SHOPZILLA, INC.,
a California corporation

By:
Name:
Title:



WILLIAM GLASS

CEO

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

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.

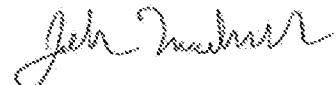
NEW GRANTOR:

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: _____

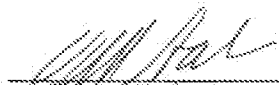
[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

#4836-1899-6755

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

OBSIDIAN AGENCY SERVICES, INC.

By: 
Name: David Hollander
Title: Vice President

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

#4836-1099-6755

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.