

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Internet Brands, Inc.		03/18/2013	CORPORATION: DELAWARE
Nolo		03/18/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation as Collateral Agent
Street Address:	11175 Cicero Drive, Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	3014063	3 FAT CHICKS ON A DIET
Registration Number:	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP
Registration Number:	3802277	BED & BREAKFAST INNS ONLINE
Registration Number:	2838429	CAD CLASS A DRIVERS
Registration Number:	2587937	CAMPJOBS.COM
Registration Number:	2643236	CARSDIRECT
Registration Number:	2478891	CARSDIRECT.COM
Registration Number:	2957279	CRAFTSTER
Registration Number:	3556102	DAVE'S GARDEN
Registration Number:	2843826	DDS.COM
Registration Number:	2880066	DMD.COM
Registration Number:	3494401	DIESEL BOMBERS
Registration Number:	2443626	DIVORCENET

OP \$1840.00 3014063

Registration Number:	3232708	DOITYOURSELF.COM
Registration Number:	3344225	EVERYTHING VASECTOMY
Registration Number:	3775441	EXPERTHUB
Registration Number:	3770897	FAMILYCORNER.COM
Registration Number:	3292185	F FITDAY
Registration Number:	3154186	F FITDAY
Registration Number:	2864887	FITDAY
Registration Number:	3153845	FITDAY
Registration Number:	3222763	FITBREAK
Registration Number:	3732963	HEALTHNEWS.ORG
Registration Number:	2686888	HOTROD HOTLINE
Registration Number:	3350862	IB INTERNET BRANDS
Registration Number:	3244575	INHABITAT
Registration Number:	2826636	INNKEEPER TESTED AND GUEST APPROVED RECIPES
Registration Number:	4066916	INSITE
Registration Number:	3434379	JUSTMOMMIES
Registration Number:	3434380	JUSTMOMMIES
Registration Number:	2479994	KIDS' CAMPS
Registration Number:	3099935	KIDSCAMPS.COM
Registration Number:	3287212	LAWFIRMS.COM
Registration Number:	3204728	MEDICAL MALPRACTICE.COM
Registration Number:	3145147	MODEL MAYHEM
Registration Number:	3498053	OLDRIDE.COM
Registration Number:	3204063	RACINGJUNK
Registration Number:	3087511	RACINGJUNK.COM
Registration Number:	3417082	RC UNIVERSE
Registration Number:	3157836	RC UNIVERSE.COM
Registration Number:	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICES
Registration Number:	3134448	SKINCAREGUIDE
Registration Number:	3001329	SLOW TRAVEL
Registration Number:	4115535	SPROCKETLIST
Registration Number:	2902906	TAKE THE GUESSWORK OUT OF RESIDENT RETENTION
Registration Number:	3575376	TJOOS
Registration Number:	2864640	TURN RESEARCH INTO REVENUE
Registration Number:	3376694	VASECTOMY.COM

TRADEMARK

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	3518611	VEIN
Registration Number:	3743388	VBULLETIN
Registration Number:	3665829	SOBERRECOVERY
Registration Number:	2406408	BUBBAJUNK
Registration Number:	3910001	QUILTING BOARD
Registration Number:	3126546	NOLO
Registration Number:	3792271	NOLO
Registration Number:	2667893	NOLO
Registration Number:	3455449	YOUR LEGAL COMPANION
Registration Number:	2397522	NOLO.COM
Registration Number:	2305114	WILLMAKER
Registration Number:	1940628	NOLO PRESS
Registration Number:	4076067	PATENT IT YOURSELF
Registration Number:	4095538	NOLO LAW FOR ALL
Registration Number:	3682348	WEDDINGBEE
Registration Number:	3688453	WEDDINGBEE
Registration Number:	3682347	
Registration Number:	3675568	
Registration Number:	3691516	BEE TV
Serial Number:	77749831	APARTMENT RATINGS
Serial Number:	85749773	EDOCTORS
Serial Number:	85765247	EDOCTORS FIND. CONVERT. RETAIN.
Serial Number:	78805454	GREENLIGHT.COM
Serial Number:	77727041	MODEL MAYHEM
Serial Number:	85791569	MOTORHEADMEDIA.COM THE PLACE TO BUY, SELL AND TRADE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-318-6493

Email: david.adams@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

TRADEMARK
REEL: 004987 FRAME: 0124

	Robin Riley
Signature:	/david adams TR/
Date:	03/22/2013
Total Attachments: 11 source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page1.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page2.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page3.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page4.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page5.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page6.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page7.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page8.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page9.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page10.tif source=Internet Brands - Trademark Security Agreement with Cover Page (Execution Version)#page11.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

internet Brands, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation**

Internal Address: **as Collateral Agent

Street Address: 11175 Cicero Drive, Suite 600

City: Alpharetta

State: Georgia

Country: United States Zip: 30022

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA: Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 18, 2013

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A.

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

73

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Robin Riley
Signature

March 20, 2013

Date

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Nolo	California	Corporation	USA - California

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of March 18, 2013, among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of March 18, 2013 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among MICRO HOLDING, L.P., a Delaware limited partnership (the "Borrower"), INTERNET BRANDS, INC., a Delaware corporation (the "Co-Borrower"), MICRO HOLDING II, L.P., a Delaware limited partnership ("Holdings II"), MICRO HOLDING GP, LLC, a Delaware limited liability company ("Micro GP", and together with Holdings II, "Holdings"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party hereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings, the Borrower and the Co-Borrower, collectively, the "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby

acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

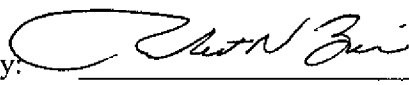
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower or the Co-Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

INTERNET BRANDS, INC., as Grantor


By: 
Name: *Robert N. Brisco*
Title: *President*

[Signature Page to Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

NOLO, as Grantor

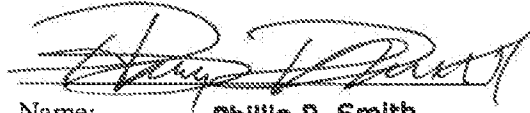
By: 
Name: *Robert N. BRISCO*
Title: *President*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004987 FRAME: 0131

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent**

By:



Name: **Phillip P. Smith**
Title: **Duly Authorized Signatory**

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT


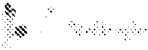


UNITED STATES TRADEMARKS

Registered Trademarks and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration / Application Number
Internet Brands, Inc.	3 FAT CHICKS ON A DIET	3014063
Internet Brands, Inc.	APARTMENT RATINGS	77749831
Internet Brands, Inc.	BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP	2679830
Internet Brands, Inc.	BED & BREAKFAST INNS ONLINE	3802277
Internet Brands, Inc.	CAD CLASS A DRIVERS and Design	2838429
Internet Brands, Inc.	CAMPJOBS.COM	2587937
Internet Brands, Inc.	CARSDIRECT	2643236
Internet Brands, Inc.	CARSDIRECT.COM	2478891
Internet Brands, Inc.	CRAFTSTER	2957279
Internet Brands, Inc.	DAVE'S GARDEN	3556102
Internet Brands, Inc.	DDS.COM	2843826
Internet Brands, Inc.	DMD.COM	2880066
Internet Brands, Inc.	DIESEL BOMBERS	3494401
Internet Brands, Inc.	DIVORCENET	2443626
Internet Brands, Inc.	DOITYOURSELF.COM	3232708
Internet Brands, Inc.	EDOCTORS	85749773
Internet Brands, Inc.	EDOCTORS FIND. CONVERT. RETAIN.	85765247
Internet Brands, Inc.	EVERYTHING VASECTO- MY	3344225
Internet Brands, Inc.	EXPERTHUB	3775441
Internet Brands, Inc.	FAMILYCORNER.COM	3770897

Registered Owner/ Grantor	Trademark	Registration / Application Number
Internet Brands, Inc.	F FITDAY and Design	3292185
Internet Brands, Inc.	F FITDAY and Design	3154186
Internet Brands, Inc.	FITDAY	2864887
Internet Brands, Inc.	FITDAY	3153845
Internet Brands, Inc.	FITFREAK	3222763
Internet Brands, Inc.	GREENLIGHT.COM and De- sign	78805454
Internet Brands, Inc.	HEALTHNEWS.ORG	3732963
Internet Brands, Inc.	HOTROD HOTLINE	2686888
Internet Brands, Inc.	IB INTERNET BRANDS and Design	3350862
Internet Brands, Inc.	INHABITAT	3244575
Internet Brands, Inc.	INNKEEPER TESTED AND GUEST APPROVED RECI- PES	2826636
Internet Brands, Inc.	INSITE	4066916
Internet Brands, Inc.	JUSTMOMMIES	3434379
Internet Brands, Inc.	JUSTMOMMIES & DESIGN	3434380
Internet Brands, Inc.	KIDS' CAMPS	2479994
Internet Brands, Inc.	KIDSCAMPS.COM	3099935
Internet Brands, Inc.	LAWFIRMS.COM	3287212
Internet Brands, Inc.	MEDICAL MALPRAC- TICE.COM	3204728
Internet Brands, Inc.	MODEL MAYHEM	3145147
Internet Brands, Inc.	MODEL MAYHEM	77727041
Internet Brands, Inc.	MOTORHEADMEDIA.COM	85791569
Internet Brands, Inc.	OLDRIDE.COM	3498053
Internet Brands, Inc.	RACINGJUNK	3,204,063
Internet Brands, Inc.	RACINGJUNK.COM	3,087,511

Registered Owner/ Grantor	Trademark	Registration / Application Number
Internet Brands, Inc.	RC UNIVERSE	3417082
Internet Brands, Inc.	RC UNIVERSE.COM & DESIGN	3157836
Internet Brands, Inc.	RESIDENT RELATIONSHIP MANAGEMENT SERVICES	2957504
Internet Brands, Inc.	SKINCAREGUIDE	3134448
Internet Brands, Inc.	SLOW TRAVEL	3001329
Internet Brands, Inc.	SPROCKETLIST	4,115,535
Internet Brands, Inc.	TAKE THE GUESS WORK OUT OF RETENTION	2902906
Internet Brands, Inc.	TJOOS	3575376
Internet Brands, Inc.	TURN RESEARCH INTO REVENUE	2864640
Internet Brands, Inc.	VASECTOMY.COM	3376694
Internet Brands, Inc.	VEIN	3518611
Internet Brands, Inc.	VBULLETIN	3743388
Internet Brands, Inc.	SoberRecovery	3665829
Internet Brands, Inc.	BUBBAJUNK	2406408
Internet Brands, Inc.	QUILTING BOARD	3910001
NOLO	NOLO (standard character mark)	3126546
NOLO	 Nolo Scales Logo	3792271
NOLO	 Nolo Scales Logo	2667893
NOLO	YOUR LEGAL COMPANION (standard character mark)	3455449
NOLO	NOLO.COM	

Registered Owner/ Grantor	Trademark	Registration / Application Number
	(standard character mark)	2397522
NOLO	WILLMAKER (standard character mark)	2305114
NOLO	NOLO PRESS (standard character mark)	1940628
NOLO	PATENT IT YOURSELF (standard character mark)	4,076,067
NOLO		4,095,538
Internet Brands, Inc.	WEDDINGBEE	3,682,348
Internet Brands, Inc.	WEDDINGBEE & Design 	3,688,453
Internet Brands, Inc.	BEE Design 	3,682,347
Internet Brands, Inc.	BEEHIVE Design 	3,675,568
Internet Brands, Inc.	BEE TV	3,691,516