

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RUBICON GROUP, INC.		03/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as First Lien Collateral Agent		
Street Address:	111 West Monroe Street, 20th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3378261	MARKETVISION	
Registration Number:	3380942	RUBICON	
Registration Number:	3380941	RUBICON	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1954213		
NAME OF SUBMITTER:	Richard Kalwa		

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Signature:	/richard kalwa/
Date:	03/27/2013
Total Attachments: 7 source=rub 1#page1.tif source=rub 1#page2.tif source=rub 1#page3.tif source=rub 1#page4.tif source=rub 1#page5.tif source=rub 1#page6.tif source=rub 1#page7.tif	

AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Amended and Restated First Lien Trademark Security Agreement (this “Trademark Security Agreement”), dated as of March 26, 2013 by THE RUBICON GROUP, INC., a Delaware corporation (the “Grantor”) and each Guarantor listed on Schedule 1 hereto (collectively, the “Original Guarantors,” and together with the Grantor, the “Pledgors”), in favor of Bank of Montreal, in its capacity as First Lien Collateral Agent pursuant to the Credit Agreement dated as of March 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) (in such capacity, the “First Lien Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to an Amended and Restated First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the First Lien Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

WHEREAS, the Pledgors and the First Lien Collateral Agent are party to that certain Trademark Security Agreement dated as of March 16, 2011 (the “Existing Trademark Security Agreement”).

WHEREAS, the Pledgors have requested, and the First Lien Collateral Agent hereby agrees, to amend and restate the Existing Trademark Security Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the First Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the First Lien Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the “Trademark Collateral”):

- (a) Registered trademarks and trademark applications of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the First Lien Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the First Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of the date of this Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between the First Lien Collateral Agent and the Second Lien Collateral Agent (as defined therein) and acknowledged and agreed to by the Pledgors. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Intent-To-Use Trademark Applications. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of intent to use trademark or service mark applications or any registrations therefrom under applicable federal law, the Trademark Collateral shall not include such intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 6. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

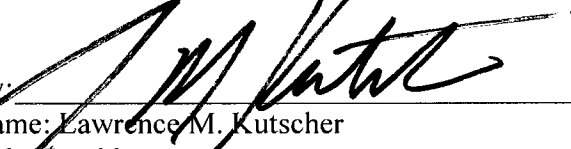
SECTION 7. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety and, upon effectiveness of this Trademark Security Agreement, the terms and provisions of the Existing Trademark Security Agreement shall, subject to the following sentence, be superseded hereby and the rights and obligations of the parties hereto shall be governed by this Trademark Security Agreement rather than the Existing Trademark Security Agreement. This Trademark Security Agreement is given in substitution for the Existing Trademark Security Agreement, is in no way intended to constitute a novation of the Existing Trademark Security Agreement and the Secured Obligations granted in the Existing Trademark Security Agreement hereby are renewed and

extended and shall be continuing. The parties hereto acknowledge and agree that any waivers, express or implied by course of conduct or otherwise, amendments or other actions (or failures to act) under the Existing Trademark Security Agreement shall be of no use in interpreting the rights and duties of the parties under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE RUBICON GROUP, INC.

By: 
Name: Lawrence M. Kutscher
Title: President

Agreed to and Accepted:

BANK OF MONTREAL, as First Lien Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE RUBICON GROUP, INC.

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as First Lien Collateral Agent

By: Paul Shi
Name: PAUL SHI
Title: DIRECTOR

SCHEDULE 1
to
AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

N/A

SCHEDULE 2
to
AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
THE RUBICON GROUP, INC.	3378261	U.S.	MARKETVISION
THE RUBICON GROUP, INC.	3380942	U.S.	RUBICON
THE RUBICON GROUP, INC.	3380941	U.S.	RUBICON (design)

Trademark Applications:

None.