

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
Local Corporation		04/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Tail Wind Fund Ltd.
Street Address:	8 Waterloo Place, Fourth Floor
Internal Address:	c/o CIM Investment Management Ltd.
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 4BE
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85765742	LAUNCH BY LOCAL
Serial Number:	85261391	SPREEBIRD
Registration Number:	4102997	LOCAL.COM
Registration Number:	4080890	LOCAL PREMIUM
Registration Number:	3239912	BLUESTREAM
Registration Number:	3352489	IN PERSON
Registration Number:	3239905	INPERSON
Registration Number:	3105334	PAY PER CONNECT
Registration Number:	3049162	EPILOT
Registration Number:	3023199	PAID SEARCH PLUS
Registration Number:	3023198	NETWORK ADVANTAGE
Registration Number:	3067433	KEYWORD DNA
Registration Number:	3828216	OCTANE360

CH \$465.00 85765742

Registration Number:	3520012	LOCAL PROMOTE
Registration Number:	3601313	LOCAL CONNECT
Registration Number:	3500667	LOCAL.COM
Registration Number:	3503576	LOCAL.COM
Registration Number:	3285441	ROVION

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.

Email: david.davis@bakermckenzie.com,
colleen.brennan@bakermckenzie.com

Correspondent Name: David Davis

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22237146-000005
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	David Davis
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Signature:	/david davis/
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Date:	04/12/2013
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 11, 2013 by **LOCAL CORPORATION**, a Delaware corporation ("**Grantor**"), in favor of **THE TAIL WIND FUND LTD.**, as collateral agent ("**Agent**") for the holders of Notes (as defined below).

RECITALS

A. Each of The Tail Wind Fund Ltd. and Wolverine Flagship Fund Trading Limited (collectively, together with their endorsees, transferees and assigns, the "**Lenders**") has agreed to make certain loans to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Convertible Note and Warrant Purchase Agreement by and between Lenders and Grantor dated on or about April 10, 2013 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"), which loans are evidenced by those certain 7% Convertible Notes Due April 11, 2015 (the "**Notes**"); capitalized terms used herein are used as defined in the Loan Agreement or Notes, as applicable.

B. Each Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to the holders of the Notes ("**Holder**s") a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Holders, and to Agent as collateral agent of Holders, 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 Intellectual Property Collateral (as defined below).

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, the Notes issued in connection therewith, and all other agreements entered into in connection therewith, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the Notes and under any other agreement entered into in connection therewith, Grantor hereby grants and pledges to each Holder, and to Agent as collateral agent of Holders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (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 (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Holders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, Notes and the Guaranty, and those which are now or hereafter available to Holders as a matter of law or equity. Each right, power and remedy of Holders or Agent provided for herein or in the Loan Agreement or any of the Related 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 Holders, or Agent on their behalf, 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 Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including any Holder or the Agent, 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.

SIGNATURE PAGE FOLLOWS


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

GRANTOR:

Address of Grantor:

LOCAL CORPORATION

7555 Irvine Center Drive
Irvine, CA 92618

By: 

Name: KENNETH S. CRAGDON

Title: CFO

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Methods and systems for enhanced directory assistance using wireless messaging protocols	8359049	1-22-2013
System and method for bulk web domain generation and management	8312125	11-13-2012
Enhanced Directory assistance in a telecommunications network	8306208	11-6-2012
Search engine and indexing techniques	8176082	05-08-2012
System and method for generating a search query using a category menu	7890378	02-15-2011
Methods and systems for enhanced directory assistance using wireless messaging protocols	7715857	05-11-2010
Enhanced directory assistance services in a telecommunications network	7596218	09-29-2009
Browser based composition interface for tags linkable by webpages	13250313	09-30-2011
Search engine and indexing technique	13438339	04-03-2012
Methods and systems for a dynamic networked commerce architecture	12985277	01-05-2011

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Launch by local	85765742	10-29-2012
Spreebird	85261391	03-08-2011
Local.com	4102997	02-21-2012
Local Premium	4080890	01-03-2012
BlueStream	3239912	05-08-2007
In Person	3352489	12-11-2007
InPerson	3239905	05-08-2007
Pay per connect	3105334	06-13-2006
epilot	3049162	01-24-2006
Paid search plus	3023199	12-06-2005
Network Advantage	3023198	12-06-2005
Keyword DNA	3067433	03-14-2006
Octane360	3828216	08-03-2010
Local Promote	3520012	10-21-2008
Local connect	3601313	04-07-2009
Local.com	3500667	09-16-2008
Local.com	3503576	09-23-2008
Rovion	3285441	08-28-2007