

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		04/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4068681	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
Registration Number:	3520012	LOCAL PROMOTE

CH \$465.00 4068681

Registration Number:	3601313	LOCAL CONNECT
Registration Number:	3500667	LOCAL.COM
Registration Number:	3503576	LOCAL.COM
Registration Number:	3285441	ROVION
Serial Number:	85765742	LAUNCH BY LOCAL

CORRESPONDENCE DATA

Fax Number: 9193541278

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

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Signature:

/leeconner-tkf/

Date:

04/25/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 10, 2013 by and between SQUARE 1 BANK ("*Bank*") and LOCAL CORPORATION, a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 3, 2011 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank 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 Bank 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 Collateral.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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

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Local Corporation -- IPSA

TRADEMARK
REEL: 005014 FRAME: 0340

1

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:

7555 Irvine Center Drive
Irvine, CA 92618

LOCAL CORPORATION

By: *K. Crayman*
Name: *Kenneth S. Crayman*
Title: *CEO*

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: *Ben Patten*
Name: *Ben Patten*
Title: *AVP*

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Local Corporation -- IPSA

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

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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
Methods and systems for a dynamic networked commerce architecture (Searches assisted by multi-level menus)	7062453	06-13-2006
Dynamic Adjustment of Telephone Listings	13669870	11-06-2012
Methods and system for enhanced directory assistance using wireless messaging protocols (Directory assistance using keywords)	7200413	04-03-2007
Using rules to influence search results	11302506	12-12-2005

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Determining a search center	11302412	12-12-2005
Advertising based on semantical keywords	11452607	06-13-2006
Bulk web domain generation	13675340	11-13-2012
Method and apparatus of indexing web pages of a web site for geographical searching based on user location	7231405	06-12-2007
Methods and apparatus providing local search engine (indexing found geocodes with webpages)	7822705	10-26-2010
System for providing localized shopping information (provision of localized shopping based on geocodes)	8032427	10-04-2011
System for providing localized shopping information	13238489	09-21-2011
Methods and systems for enhanced directory assistance using wireless messaging protocols	13746932	01-22-2013

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Launch by local	85765742	10-29-2012
Spreebird	4068681	12-06-2011
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

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