

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ingenio LLC		06/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	1111 Fannin Street, Floor 10		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85810825	POLICY WINGMAN	
<b>Registration Number:</b>	3730014	OPPORTUNITY CALLS	
<b>Registration Number:</b>	2950722	PAY PER CALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-2292		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Zara Ohiorhenuan, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1770		

**CH \$90.00 85810825**

**900259720**

**TRADEMARK  
 REEL: 005062 FRAME: 0951**

NAME OF SUBMITTER:	Zara Ohiorhenuan
Signature:	/zo/
Date:	07/02/2013
<b>Total Attachments: 4</b> source=Ingenio TM Short Form (Executed)#page1.tif source=Ingenio TM Short Form (Executed)#page2.tif source=Ingenio TM Short Form (Executed)#page3.tif source=Ingenio TM Short Form (Executed)#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

June 4, 2013

WHEREAS, Ingenio LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 4, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of JPMorgan Chase Bank, N.A., as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that, notwithstanding anything to the contrary in this Grant of Security Interest in Trademark Rights ("Agreement"), Collateral shall not include any intent-to-use United States trademark applications 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, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein (including that the liens and security interests securing the obligations described in the Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder of such obligations are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement)).

In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 4th day of June, 2013.

INGENIO LLC

as Grantor

By: 

Name: Mark Smith

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: Goh Siew Tan  
Title: Vice President

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

<b>Title</b>	<b>Registration or Serial Number</b>
POLICY WINGMAN	85/810825
OPPORTUNITY CALLS	3730014
PAY PER CALL	2950722

Owned by Ingenio LLC