

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
RSR Acquisition, LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	3333 Peachtree Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4348939	CUSTOMERS LOVE US RESELLERRATINGS.COM
Registration Number:	3630849	RESELLERRATINGS.COM
Registration Number:	3756894	RESELLER RATINGS
Registration Number:	3954971	BEEN THERE, BOUGHT THAT

CORRESPONDENCE DATA

Fax Number: 4048817777
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-881-7000
 Email: angie.wicker@alston.com
 Correspondent Name: Laura Kees
 Address Line 1: 1201 West Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	001833/436629 (RSR)
-------------------------	---------------------

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	12/20/2013
Total Attachments: 4 source=Second Lien - RSR Acquisition#page1.tif source=Second Lien - RSR Acquisition#page2.tif source=Second Lien - RSR Acquisition#page3.tif source=Second Lien - RSR Acquisition#page4.tif	

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RSR ACQUISITION, LLC, a Delaware limited liability company (the "Grantor") on this 20th day of December, 2013, pledges and grants to SUNTRUST BANK, as Collateral Agent (together with its successors and assigns, the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks and Trademark Licenses (the "Trademark Collateral") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the Patents and Patent Licenses (the "Patent Collateral") set forth on Schedule B attached hereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral and Patent Collateral, (iv) the goodwill of the businesses with which the Trademark Collateral and Patent Collateral are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral and Patent Collateral or unfair competition or breach regarding the same.

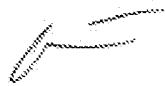
THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Obligations" of the Grantor, as such term is defined in that certain Second Lien Guarantee and Collateral Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 20, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date
referenced above.

RSR ACQUISITION, LLC, as Grantor

By: 
Name: David Karandish
Title: Chief Executive Officer

[GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS]
(Second Lien)

TRADEMARK
REEL: 005179 FRAME: 0968

TRADEMARKS

Registered Owner	Jurisdiction	Trademark Description	Serial Number	Registration Number	Registration Date
RSR Acquisition, LLC	United States	Heart with a checkmark on it to the left of the wording "Customers Love Us," and the wording "RESELLERRATINGS.COM" underneath.	85599144	4348939	6/11/13
RSR Acquisition, LLC	United States	RESELLERRATINGS.COM	77600196	3630849	6/2/09
RSR Acquisition, LLC	United States	RESELLER RATINGS	77701805	3756894	3/9/10
RSR Acquisition, LLC	United States	BEEN THERE, BOUGHT THAT	85128061	3954971	5/3/11

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

SCHEDULE B

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

PATENT LICENSES

None