

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nextag, Inc.		04/14/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Administrative Agent: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86112393	ALWAYS KNOW THE FAIR PRICE	
Serial Number:	86194334	WIZECOMMERCE	
Serial Number:	86194327	WIZECOMMERCE	
Serial Number:	86112388	FAIR PRICE	
Serial Number:	86112386	TUNING BAR	
Serial Number:	86112391	FAIR PRICE CURVE	
Serial Number:	86163966		
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123108000		
Email:	brian.lee@weil.com		
Correspondent Name:	Suhan Shim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	65228.0006/S. SHIM - BL		
NAME OF SUBMITTER:	Suhan Shim		
SIGNATURE:	/Suhan Shim/		

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DATE SIGNED:	04/25/2014
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Total Attachments: 4

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated April 14, 2014 is made by the Person listed on the signature page hereof (the "**Grantor**") in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS** as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), NEXTAG, INC., a Delaware corporation (the "**Company**"), CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), with DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of January 28, 2011, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Security Agreement**") and that certain Intellectual Property Security Agreement dated January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**IP Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

(a) the United States trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(b) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, all Secured Hedging Obligations and all Secured Cash Management Obligations) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

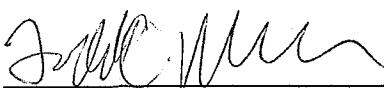
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

NEXTAG, INC.

By: 

Name: Todd Murtha

Title: CEO

Address for Notices:

NexTag, Inc.

2955 Campus Drive, Suite 300

San Mateo, CA 94403

SCHEDULE A
TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Nextag, Inc.	Always Know The Fair Price	N/A	N/A	86112393	11/6/2013
Nextag, Inc.	Wize Commerce design logo	N/A	N/A	86194334	2/14/2014
Nextag, Inc.	Wize Commerce design logo	N/A	N/A	86194327	2/14/2014
Nextag, Inc.	Fair Price	N/A	N/A	86112388	11/6/2013
Nextag, Inc.	Tuning Bar	N/A	N/A	86112386	11/6/2013
Nextag, Inc.	Fair Price Curve	N/A	N/A	86112391	11/6/2013
Nextag, Inc.	Mr. Fair & Square design logo	N/A	N/A	86163966	1/13/2014

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RECORDED: 04/25/2014

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