

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First lien security agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Internet Brands, Inc.		07/08/2014	CORPORATION: DELAWARE
MH Sub I, LLC		07/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
NOLO		07/08/2014	CORPORATION: CALIFORNIA
vBulletin Solutions, Inc.		07/08/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	3014063	3 FAT CHICKS ON A DIET
Registration Number:	4494921	ACUMATRIX
Registration Number:	4492741	APARTMENTRATINGS.COM VERIFIED RESIDENT P
Serial Number:	85881839	APARTMENTRATINGS VERIFIED RESIDENT PROGR
Registration Number:	1665366	AV
Registration Number:	4164180	AV PREEMINENT
Registration Number:	3845040	BAYSTONE MEDIA
Registration Number:	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT
Registration Number:	3802277	BED & BREAKFAST INNS ONLINE
Registration Number:	3682347	
Registration Number:	3675568	
Registration Number:	3691516	BEE TV
Registration Number:	2406408	BUBBAJUNK
Registration Number:	1667966	BV
Registration Number:	4164181	BV DISTINGUISHED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2838429	CAD CLASS A DRIVERS
Registration Number:	2587937	CAMPJOBS.COM
Registration Number:	2643236	CARSDIRECT
Registration Number:	2478891	CARSDIRECT.COM
Registration Number:	3668801	CHIROMATRIX
Registration Number:	4494919	CHIROMATRIX
Registration Number:	2957279	CRAFTSTER
Registration Number:	3556102	DAVE'S GARDEN
Registration Number:	2843826	DDS.COM
Registration Number:	2880066	DMD.COM
Registration Number:	4450081	DENTALMATRIX
Registration Number:	3494401	DIESEL BOMBERS
Registration Number:	2667368	DISPUTE RESOLUTION DIRECTORY
Registration Number:	2443626	DIVORCENET
Registration Number:	4426858	EDOCTORS
Registration Number:	4520002	EDOCTORS FIND. CONVERT. RETAIN.
Registration Number:	3344225	EVERYTHING VASECTOMY
Registration Number:	3775441	EXPERTHUB
Registration Number:	3770897	FAMILYCORNER.COM
Registration Number:	2850002	FINDGIFT.COM
Registration Number:	3292185	F FITDAY
Registration Number:	3154186	F FITDAY
Registration Number:	2864887	FITDAY
Registration Number:	3153845	FITDAY
Registration Number:	3222763	FITFREAK
Registration Number:	3732963	HEALTHNEWS.ORG
Registration Number:	2686888	HOTROD HOTLINE
Registration Number:	3350862	IB INTERNET BRANDS
Serial Number:	86026286	IMATRIX
Registration Number:	3244575	INHABITAT
Registration Number:	2826636	INNKEEPER TESTED AND GUEST APPROVED RECI
Registration Number:	4066916	INSITE
Registration Number:	2078876	ISLN
Registration Number:	3434379	JUSTMOMMIES
Registration Number:	3434380	JUSTMOMMIES
Registration Number:	2479994	KIDS' CAMPS
Registration Number:	3099935	KIDSCAMPS.COM
Registration Number:	1765356	LAWYER LOCATORS
Registration Number:	2796593	MARTINDALE.COM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2057030	MARTINDALE-HUBBELL
Registration Number:	1542506	MARTINDALE-HUBBELL
Registration Number:	3804504	MARTINDALE-HUBBELL
Registration Number:	3966392	MARTINDALE-HUBBELL
Registration Number:	3762759	MARTINDALE-HUBBELL
Registration Number:	2989601	MARTINDALE-HUBBELL LAWYERS.COM
Registration Number:	3145147	MODEL MAYHEM
Registration Number:	4335003	MOTORHEADMEDIA.COM THE PLACE TO BUY, SEL
Registration Number:	3126546	NOLO
Registration Number:	2397522	NOLO.COM
Registration Number:	3792271	NOLO
Registration Number:	2667893	NOLO
Registration Number:	4095538	NOLO LAW FOR ALL
Registration Number:	1940628	NOLO PRESS
Registration Number:	3498053	OLDRIDE.COM
Registration Number:	4220170	ONLINE CHIRO
Registration Number:	4076067	PATENT IT YOURSELF
Registration Number:	1697156	PRACTICE PROFILES
Registration Number:	3910001	QUILTING BOARD
Registration Number:	3204063	RACINGJUNK
Registration Number:	3087511	RACINGJUNK.COM
Registration Number:	3417082	RC UNIVERSE
Registration Number:	3157836	RC UNIVERSE.COM
Registration Number:	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICE
Registration Number:	3134448	SKINCAREGUIDE
Registration Number:	3001329	SLOW TRAVEL
Registration Number:	4115535	SPROCKETLIST
Registration Number:	3665829	SOBERRECOVERY
Registration Number:	2902906	TAKE THE GUESSWORK OUT OF RESIDENT RETEN
Registration Number:	4284629	THE ONLINE PRACTICE
Registration Number:	3575376	TJOOS
Registration Number:	2864640	TURN RESEARCH INTO REVENUE
Registration Number:	3376694	VASECTOMY.COM
Registration Number:	3518611	VEIN
Registration Number:	3743388	VBULLETIN
Registration Number:	4494920	VETMATRIX
Registration Number:	3961232	VETMATRIX
Registration Number:	3682348	WEDDINGBEE
Registration Number:	3688453	WEDDINGBEE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4371125	WIKITRAVEL
Registration Number:	2305114	WILLMAKER
Registration Number:	3455449	YOUR LEGAL COMPANION

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 221918-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 07/11/2014

Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 8, 2014, is made by Internet Brands, Inc., a Delaware corporation, MH Sub I, LLC, a Delaware limited liability company, Nolo, a California corporation, and vBulletin Solutions, Inc., a California corporation (collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Agent") in connection with that certain First Lien Credit Agreement, dated as of July 8, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IB Aggregator I L.P., a Delaware limited partnership ("Parent I"), IB Aggregator II L.P., a Delaware limited partnership ("Parent II"), Indigo Intermediate Co I, LLC, a Delaware limited liability company ("IntermediateCo I"), Indigo Intermediate Co II, LLC, a Delaware limited liability company ("IntermediateCo II" and, together with Parent I, Parent II and IntermediateCo I, each a "Parent" and collectively, the "Parents"), Indigo Merger Sub II, LLC (the "Initial Borrower"), Micro Holding Corp., a Delaware corporation ("Corp Borrower"), and, following the consummation of the Acquisition (including the mergers contemplated by the Acquisition Agreement), MH Sub I, LLC, a Delaware limited liability company ("LLC Borrower" and, together with the Initial Borrower and Corp Borrower, each a "Borrower" and collectively, the "Borrowers"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent, and Credit Suisse AG, Cayman Islands Branch and Royal Bank of Canada as Letter of Credit Issuers.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of July 8, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with a Parent and/or its Restricted Subsidiaries (other than the Borrowers), each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated

with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

INTERNET BRANDS, INC.
as a Grantor

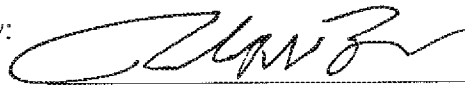
By: 

Name: Robert N. Brisco
Title: Chief Executive Officer

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

MH SUB I, LLC,
as a Grantor

By:



Name: Robert N. Brisco

Title: Chief Executive Officer and President


[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005320 FRAME: 0725

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

NOLO
as a Grantor

By:



Name: Robert N. Brisco

Title: President

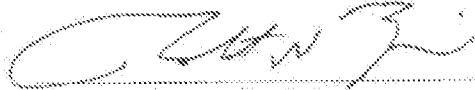
[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005320 FRAME: 0726

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

VBULLETIN SOLUTIONS, INC.

By:



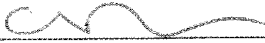
Name: Robert N. Brisco

Title: President

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005320 FRAME: 0727

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Collateral Agent

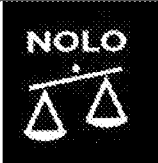
By: 
Name: BILL O'DALY
Title: AUTHORIZED SIGNATORY



By: 
Name: Sally Reyes
Title: Authorized Signatory

SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
Internet Brands, Inc.	3014063	3 FAT CHICKS ON A DIET
MH Sub I, LLC	4494921	ACUMATRIX
Internet Brands, Inc.	4492741	APARTMENT RATINGS.COM VERIFIED RESIDENT PROGRAM
Internet Brands, Inc.	85881839	APARTMENT RATINGS VERIFIED RESIDENT PROGRAM
Internet Brands, Inc.	1665366	AV
Internet Brands, Inc.	4164180	AV PREEMINENT
MH Sub I, LLC	3845040	BAYSTONE MEDIA
Internet Brands, Inc.	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP
Internet Brands, Inc.	3802277	BED & BREAKFAST INNS ONLINE
Internet Brands, Inc.	3,682,347	BEE Design 
Internet Brands, Inc.	3,675,568	BEEHIVE Design 
Internet Brands, Inc.	3,691,516	BEE TV
Internet Brands, Inc.	2406408	BUBBAJUNK
Internet Brands, Inc.	1667966	BV
Internet Brands, Inc.	4164181	BV DISTINGUISHED
Internet Brands, Inc.	2838429	CAD CLASS A DRIVERS and Design
Internet Brands, Inc.	2587937	CAMPJOBS.COM
Internet Brands, Inc.	2643236	CARSDIRECT
Internet Brands, Inc.	2478891	CARSDIRECT.COM
MH Sub I, LLC	3668801	CHIROMATRIX
MH Sub I, LLC	4494919	CHIROMATRIX Design ◀> ChiroMatrix
Internet Brands, Inc.	2957279	CRAFTSTER
Internet Brands, Inc.	3556102	DAVE'S GARDEN
MH Sub I, LLC	2843826	DDS.COM
MH Sub I, LLC	2880066	DMD.COM
MH Sub I, LLC	4450081	DENTALMATRIX
Internet Brands, Inc.	3494401	DIESEL BOMBERS
Internet Brands, Inc.	2667368	DISPUTE RESOLUTION DIRECTORY
Internet Brands, Inc.	2443626	DIVORCENET
Internet Brands, Inc.	4426858	EDOCTORS
Internet Brands, Inc.	4520002	EDOCTORS

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
		FIND. CONVERT. RETAIN.
Internet Brands, Inc.	3344225	EVERYTHING VASECTOMY
Internet Brands, Inc.	3775441	EXPERTHUB
Internet Brands, Inc.	3770897	FAMILYCORNER.COM
Internet Brands, Inc.	2850002	FINDGIFT.COM
Internet Brands, Inc.	3292185	F FITDAY and Design
Internet Brands, Inc.	3154186	F FITDAY and Design
Internet Brands, Inc.	2864887	FITDAY
Internet Brands, Inc.	3153845	FITDAY
Internet Brands, Inc.	3222763	FITFREAK
Internet Brands, Inc.	3732963	HEALTHNEWS.ORG
Internet Brands, Inc.	2686888	HOTROD HOTLINE
Internet Brands, Inc.	3350862	IB INTERNET BRANDS and Design
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Internet Brands, Inc.	4066916	INSITE
Internet Brands, Inc.	2078876	ISLN
Internet Brands, Inc.	3434379	JUSTMOMMIES
Internet Brands, Inc.	3434380	JUSTMOMMIES & DESIGN
Internet Brands, Inc.	2479994	KIDS' CAMPS
Internet Brands, Inc.	3099935	KIDSCAMPS.COM
Internet Brands, Inc.	1765356	LAWYER LOCATORS
Internet Brands, Inc.	2796593	MARTINDALE.COM
Internet Brands, Inc.	2057030	MARTINDALE-HUBBELL
Internet Brands, Inc.	1542506	MARTINDALE-HUBBELL
Internet Brands, Inc.	3804504	MARTINDALE-HUBBELL
Internet Brands, Inc.	3966392	MARTINDALE-HUBBELL
Internet Brands, Inc.	3762759	MARTINDALE-HUBBELL
Internet Brands, Inc.	2989601	MARTINDALE-HUBBELL LAWYERS.COM
Internet Brands, Inc.	3145147	MODEL MAYHEM
Internet Brands, Inc.	4335003	MOTORHEADMEDIA.COM (LOGO)
NOLO	3126546	NOLO (standard character mark)
NOLO	2397522	NOLO.COM (standard character mark)
NOLO	3792271	 Nolo Scales Logo
NOLO	2667893	 Nolo Scales Logo

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
NOLO	4095538	
NOLO	1940628	NOLO PRESS (standard character mark)
Internet Brands, Inc.	3498053	OLDRIDE.COM
MH Sub I, LLC	4220170	ONLINE CHIRO
NOLO	4076067	PATENT IT YOURSELF (standard character mark)
Internet Brands, Inc.	1697156	PRACTICE PROFILES
Internet Brands, Inc.	3910001	QUILTING BOARD
Internet Brands, Inc.	3204063	RACINGJUNK
Internet Brands, Inc.	3087511	RACINGJUNK.COM
Internet Brands, Inc.	3417082	RC UNIVERSE
Internet Brands, Inc.	3157836	RC UNIVERSE.COM & DESIGN
Internet Brands, Inc.	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICES
Internet Brands, Inc.	3134448	SKINCAREGUIDE
Internet Brands, Inc.	3001329	SLOW TRAVEL
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MH Sub I, LLC	4284629	THE ONLINE PRACTICE
Internet Brands, Inc.	3575376	TJOOS
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Internet Brands, Inc.	3518611	VEIN
vBulletin Solutions, Inc.	3743388	VBULLETIN
MH Sub I, LLC	4494920	VETMATRIX
MH Sub I, LLC	3961232	VETMATRIX
Internet Brands, Inc.	3682348	WEDDINGBEE
Internet Brands, Inc.	3688453	WEDDINGBEE & Design 
Internet Brands, Inc.	4371125	WIKITRAVEL
NOLO	2305114	WILLMAKER (standard character mark)
NOLO	3455449	YOUR LEGAL COMPANION (standard character mark)