TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ForeSee Results, Inc.		10/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2807916	FORESEE RESULTS
Registration Number:	4039395	TRUE CONVERSION
Serial Number:	85842840	TRUE PROMOTER
Serial Number:	85842843	TRUE DETRACTOR
Serial Number:	85842846	WOMI

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78652.00030 (FS1)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/03/2014

Total Attachments: 5

CH $140.00 2807916

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FIRST LIEN SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Short Form IP Security Agreement**"), dated as of October 3, 2014, is made by ForeSee Results, Inc. (the "**Grantor**") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the "**Collateral Agent**") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the First Lien Intellectual Property Security Agreement referred to therein.

WHEREAS, ANSWERS CORPORATION (the "**Borrower**"; as further defined in the Credit Agreement), ANSWERS HOLDINGS, INC., a corporation organized under the laws of Delaware ("**Holdings**"; as further defined in the Credit Agreement), each Lender from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the Credit Agreement, dated as of October 3, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the First Lien Intellectual Property Security Agreement, dated as of October 3, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Intellectual Property Security Agreement**") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the First Lien Intellectual Property Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the United States registered Trademarks (as defined in the First Lien Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto (the "**Collateral**"):

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Short Form IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are

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unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Intellectual Property 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 Collateral are more fully set forth in the First Lien Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the First Lien Intellectual Property Security Agreement, the terms of the First Lien Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 5.09 and 5.10 of the First Lien Intellectual Property Security Agreement are hereby incorporated by reference into this Short Form IP Security Agreement *mutatis mutandis* and shall apply hereto.

SECTION 7. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the First Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Intercreditor Agreement. Notwithstanding any provision contained herein, (i) this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the Intercreditor Agreement and (ii) in the event of a conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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FORESEE RESULTS, INC., as Grantor

By: _____

Name: Matt Derdeyn
Title: Treasurer

[Signature Page to First Lien Short Form IP Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:_____
Name:
Title: ROBERT HETU
AUTHORIZED SIGNATORY

By:_____
Name:
Title: MICHAEL SPAIGHT
AUTHORIZED SIGNATORY

[Signature Page to First Lien Short Form IP Security Agreement]

SCHEDULE A

Trademark Registrations and Applications

Trademark Registrations:

Registered Owner	Jurisdiction	Trademark Description	Registration Number	Registration Date
ForeSee Results, Inc.	U.S.	ForeSee Results®	2807916	January 27, 2004
ForeSee Results, Inc.	U.S.	True Conversion	4039395	October 11, 2011
ForeSee Results, Inc.	Canada	ForeSee Results	784238	December 6, 2010
ForeSee Results, Inc.	United States	FORESEE	4400148	September 10, 2013
ForeSee Results, Inc.	United States	FORESEE	3797132	June 1, 2010
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 9)	840.034.580	September 8, 2009
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 35)	840.034.571	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 42)	840.034.563	February 24, 2012

Trademark Applications:

Registered Owner	Jurisdiction	Trademark Description	Application Number	Filing Date
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 9)	840.034.580	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 35)	840.034.571	February 24, 2012
ForeSee Results, Inc.	Brazil	ForeSee (Brazil Class 42)	840.034.563	February 24, 2012
ForeSee Results, Inc.	U.S.	True Promoter	85842840	February 6, 2013
ForeSee Results, Inc.	U.S.	True Detractor	85842843	February 6, 2013
ForeSee Results, Inc.	U.S.	WOMI	85842846	February 6, 2013