

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSR Acquisition, LLC		10/02/2014	LIMITED LIABILITY COMPANY: 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: 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:	2123037064		
<i>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.</i>			
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 (RSR2)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	10/03/2014		
Total Attachments: 5			

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SECOND LIEN SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND 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 RSR Acquisition, LLC (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 Second 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 upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Second 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 “**Second Lien Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Second 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 Second 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 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 Office. 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 Second 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 Second 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 Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 5.09 and 5.10 of the Second 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 Second 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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RSR ACQUISITION, LLC, as Grantor

By:



Name: David Karandish

Title: Chief Executive Officer

[Signature Page to Second 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

SCHEDULE A

Trademark Registrations and Applications

Trademark Registrations:

Registered Owner	Jurisdiction	Trademark Description	Registration Number	Registration Date
RSR Acquisition, LLC	U.S.	Customers Love Us	4348939	June 11, 2013
RSR Acquisition, LLC	U.S.	RESELLERRATINGS.COM	3630849	June 2, 2009
RSR Acquisition, LLC	U.S.	RESELLER RATINGS	3756894	March 9, 2010
RSR Acquisition, LLC	U.S.	BEEN THERE, BOUGHT THAT	3954971	May 3, 2011