

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM332123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONNEXITY, INC.		02/13/2015	CORPORATION: CALIFORNIA
BECOME, INC.		02/13/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC CREDIT PARTNERS III, L.P., as Agent		
<b>Street Address:</b>	Cira Centre, 2929 Arch Street, Suite 1550		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4304798	AISLE A	
<b>Registration Number:</b>	4305357		
<b>Registration Number:</b>	4305356	AISLE A POWERED BY INTENT	
<b>Registration Number:</b>	4177274	AUDIENCE DISCOVERY	
<b>Registration Number:</b>	3894815	BE SO	
<b>Registration Number:</b>	3894816	BESO	
<b>Registration Number:</b>	3896354	BESO	
<b>Registration Number:</b>	3894817	BESO SHOP IT ALL	
<b>Registration Number:</b>	3894818	BESO SHOP IT ALL	
<b>Registration Number:</b>	2109142	BIZRATE	
<b>Registration Number:</b>	3926645		
<b>Registration Number:</b>	3926644	BIZRATE	
<b>Registration Number:</b>	2503740	BIZRATE.COM	
<b>Registration Number:</b>	4018652	BIZRATE CIRCLE OF EXCELLENCE	
<b>Registration Number:</b>	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
<b>Registration Number:</b>	4051578	CONNEXITY	
<b>Registration Number:</b>	3489481	DISCOVERY MADE SIMPLE	
<b>Registration Number:</b>	3466274		

OP \$765.00 4304798

Property Type	Number	Word Mark
Registration Number:	4251137	INSTABUY
Registration Number:	3687687	LOW PRICE SHOPPER
Registration Number:	4305355	POWERED BY INTENT
Serial Number:	86414164	POWERED BY SHOPPING
Registration Number:	3597888	RAISE YOUR SHOPPING IQ
Registration Number:	3255925	RETREVO
Registration Number:	3020506	
Registration Number:	3119435	SHOPZILLA
Registration Number:	4071477	TADA
Registration Number:	3996654	TADA
Registration Number:	3220597	BECOME
Registration Number:	3175307	AIR

#### CORRESPONDENCE DATA

Fax Number: 3128637806

*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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.073
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/13/2015

#### Total Attachments: 7

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of February 13, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and LBC CREDIT PARTNERS III, L.P., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, the lenders parties thereto (the "Lenders") and Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent and its Affiliates, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

- (c) all trademark licenses to which such Grantor is a party;
- (d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Signatures Immediately Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

CONNEXITY, INC.

By: WJG  
Name: William G Glass  
Title: President and CEO

BECOME, INC.

By: WJG  
Name: William G Glass  
Title: President and CEO

**ACKNOWLEDGED AND AGREED:**

LBC CREDIT PARTNERS III, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

**CONNEXITY, INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BECOME, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**LBC CREDIT PARTNERS III, L.P.**

By:  \_\_\_\_\_  
Name: David E. Fraimow  
Title: Vice President

*Signature Page to Trademark Security Agreement*

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

<b>Owner of Record</b>	<b>Mark</b>	<b>Serial No. / Date</b>	<b>Reg. No. / Date</b>
Connexity, Inc.	AISLE A	85675582 20120712	4304798 20130319
Connexity, Inc.	AISLE A (TRIANGLE LOGO)	85729834 20120914	4305357 20130319
Connexity, Inc.	AISLE A (WORD w/ LOGO)	85729820 20120914	4305356 20130319 20130319
Connexity, Inc.	AUDIENCE DISCOVERY	85371707 20110714	4177274 20120717
Shopzilla, Inc.	BE SO	77786426 20090721	3894815 20101221
Shopzilla, Inc.	BESO	77786431 20090721	3894816 20101221
Shopzilla, Inc.	BESO (stylized)	77925261 20100201	3896354 20101228
Shopzilla, Inc.	BESO SHOP IT ALL	77786436 20090721	3894817 20101221
Shopzilla, Inc.	BESO SHOP IT ALL (Stylized)	77786444 20090721	3894818 20101221
Shopzilla, Inc.	BIZRATE	75197079 19961011	2109142 19971028
Shopzilla, Inc.	BIZRATE - Flag Logo only	77876868 20091119	3926645 20110301
Shopzilla, Inc.	BIZRATE with Flag logo	77876867 20091119	3926644 20110301
Shopzilla, Inc.	BIZRATE.COM	76034132 20000425	2503740 20011106
Shopzilla, Inc.	BIZRATE CIRCLE OF EXCELLENCE	85205059 20101223	4018652 20110830



Owner of Record	Mark	Serial No. / Date	Reg. No. / Date
Shopzilla, Inc.	(Certification Mark)	77283268 20070919	3470894 20080722
Connexity, Inc.	CONNEXITY	85026796 20100429	4051578 20111108
Shopzilla, Inc.	DISCOVERY MADE SIMPLE	77127122 20070309	3489481 20080819
Shopzilla, Inc.	FLAME (Logo)	77285736 20070921	3466274 20080715
Shopzilla, Inc.	INSTABUY	85417680 20110908	4251137 20121127
Shopzilla, Inc.	LOW PRICE SHOPPER	77406288 20080226	3687687 20090922
Connexity, Inc.	POWERED BY INTENT	85729809 20120914	4305355 20130319
Connexity, Inc.	POWERED BY SHOPPING	86414164 20141003	
Shopzilla, Inc.	RAISE YOUR SHOPPING IQ	77536409 20080731	3597888 20090331
Connexity, Inc.	RETREVO	78944123 20060803	3255925 20070626
Shopzilla, Inc.	SHOPPING CART WITH FLAME (LOGO)	78490931 20040928	3020506 20051129
Shopzilla, Inc.	SHOPZILLA	78544097 20050107	3119435 20060725
Shopzilla, Inc.	TADA - US	85098015 20100802	4071477 20111213
Shopzilla, Inc.	TADA (Logo)	85156219 20101019	3996654 20110719
Become, Inc.	BECOME	78511297 20041104	3220597 20070320
Become, Inc.	AIR	78595301 20050325	3175307 20061121