TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEGALZOOM.COM, INC.		05/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH STREET MANAGEMENT LLC, as Administrative Agent
Street Address:	777 West Putnam Avenue
Internal Address:	3rd Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86542806	LEGALZOOM LOCAL
Serial Number:	86444575	PROXILAW
Registration Number:	3608302	WE PUT THE LAW ON YOUR SIDE
Registration Number:	3569400	LEGALZOOM.COM
Registration Number:	3748170	LEGALZOOM.COM
Registration Number:	3929722	LZ FINANCIAL SERVICES
Registration Number:	2540549	LEGALZOOM
Registration Number:	3158314	LEGALZIP
Registration Number:	3210728	LEGALZOOM
Registration Number:	3210861	LEGALZOOM
Registration Number:	3211009	LEGALZOOM
Registration Number:	4002425	START YOUR BUSINESS. PROTECT YOUR FAMILY

CH $315.00 86542806

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name:	Christine Slattery
Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/169
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/21/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of May 13, 2015, is entered into by and between **LEGALZOOM.COM, INC.**, a Delaware corporation (the "**Grantor**"), and **FIFTH STREET MANAGEMENT LLC** (the "**Assignee**"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of May 13, 2015, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of May 13, 2015, among Grantor, Assignee, and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee, for the ratable benefit of the Secured Parties, a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

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(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee, for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE. Each party hereto submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the State and Federal courts of the State of New York, and appellate courts from any thereof.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

TRADEMARK
REEL: 005521 FRAME: 0665

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LEGALZOOM.COM, INC.

By: _____
Name: Peter Oey
Title: Chief Financial Officer

Address of Grantor:
101 N. Brand Blvd., Suite 1100
Glendale, CA 91203

[Signature Page to Trademark Security Agreement]

ASSIGNEE:

FIFTH STREET MANAGEMENT LLC

By: _____
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

Address of the Assignee:

Fifth Street Management LLC
777 West Putnam Avenue, 3rd Floor
Greenwich, CT 06830
Attention: General Counsel
Fax: (203) 681-3879

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Registered Trademarks

Loan Party	Jurisdiction	Registration/ Application No.	Registration Date	Filing Date	Registered Owner	Mark
LegalZoom.com, Inc.	USA	3608302	04/21/2009	03/20/2008	LegalZoom.com, Inc.	WE PUT THE LAW ON YOUR SIDE
LegalZoom.com, Inc.	USA	3569400	02/03/2009	05/09/2008	LegalZoom.com, Inc.	LEGALZOOM.COM
LegalZoom.com, Inc.	USA	3748170	02/16/2010	05/15/2008	LegalZoom.com, Inc.	legalzoom
LegalZoom.com, Inc.	USA	3929722	03/08/2011	11/24/2009	LegalZoom.com, Inc.	LZ FINANCIAL SERVICES
LegalZoom.com, Inc.	USA	2540549	02/19/2002	09/29/2000	LegalZoom.com, Inc.	legalzoom
LegalZoom.com, Inc.	USA	3158314	10/17/2006	11/21/2005	LegalZoom.com, Inc.	LEGALZIP
LegalZoom.com, Inc.	USA	3210728	02/20/2007	11/21/2005	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	USA	3210861	02/20/2007	02/03/2006	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	USA	3211009	02/20/2007	03/30/2006	LegalZoom.com, Inc.	LEGALZOOM
LegalZoom.com, Inc.	USA	4002425	07/26/2011	12/22/2010	LegalZoom.com, Inc.	START YOUR BUSINESS. PROTECT YOUR FAMILY. LAUNCH YOUR DREAMS.

Pending Trademark Applications

Loan Party	Jurisdiction	Application No.	Filing Date	Applicant	Mark
LegalZoom.com, Inc.	USA	86542806	2/23/15	LegalZoom.com, Inc.	LEGALZOOM LOCAL
LegalZoom.com, Inc.	USA	86444575	11/4/14	LegalZoom.com, Inc.	Proxilaw