

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APLIFI, INC.		08/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3276359	AFFIRM FOR ANNUITIES	
Registration Number:	4252351	APLIFI	
Registration Number:	4252363	WE SIMPLIFY SELLING INSURANCE	
Registration Number:	4252364	APLIFI	
Registration Number:	4138933	I-RELAY	
Registration Number:	4138981	POLICYBOX	
Registration Number:	4139156	INSURESOCKET	
Registration Number:	4330543	AFFIRM FOR LIFE	
Registration Number:	4330544	AFFIRM	
Registration Number:	4383525	AFFIRM FOR ANNUITIES	
Serial Number:	85467206	ONEVIEW	
Serial Number:	85909318	COLLABORATIVE SELLING	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		

CH \$315.00 3276359

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: 31199 / 097

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 08/06/2015

Total Attachments: 5

source=Trademark Security Agreement (Aplifi) (executed)#page1.tif

source=Trademark Security Agreement (Aplifi) (executed)#page2.tif

source=Trademark Security Agreement (Aplifi) (executed)#page3.tif

source=Trademark Security Agreement (Aplifi) (executed)#page4.tif

source=Trademark Security Agreement (Aplifi) (executed)#page5.tif

GRANT OF**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of August 4, 2015 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company (“*Golub*”), located at 666 Fifth Avenue, 18th Floor, New York, NY 10103, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 4, 2015 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among PROJECT NEBULA MERGERSUB, INC., a Delaware corporation (“*Merger Sub*” or “*Initial Borrower*”), iPIPELINE, INC., a Delaware corporation (following the Merger as successor to Merger Sub by operation of law and following the Borrower Assumption, “*Holdings*” and a Borrower), the direct parent of (i) prior to the Merger, Merger Sub, and (ii) following the Merger, Holdings, iPIPELINE HOLDINGS, INC., a Delaware corporation (“*Parent*”), as a Guarantor, the Subsidiaries of Parent signatory thereto as guarantors or thereafter designated as Guarantors, INTERNET PIPELINE, INC., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (“*iPipeline Opco*”, and together with the Initial Borrower, Holdings and each other Person party thereto that is designated as a Borrower from time to time, the “*Borrowers*”, and each a “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of August 4, 2015, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

I. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

II. SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

III. SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

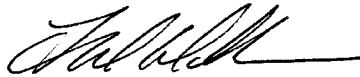
IV. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

V. SECTION 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.

[Signature Pages Follow]

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.

APLIFI, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Timothy Wallace
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005595 FRAME: 0005

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005595 FRAME: 0006

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Owner	App. No	App. Date	Reg. No	Reg./Issue Date
AFFIRM for Annuities	Aplifi	78491973	30-Sep-2004	3,276,359	07-Aug-2007
APLIFI	Aplifi	85284572	02-Apr-2011	4,252,351	04-Dec-2012
WE SIMPLIFY SELLING INSURANCE	Aplifi	85297049	16-Apr-2011	4,252,363	04-Dec-2012
APLIFI (stylized and/or with design)	Aplifi	85297349	18-Apr-2011	4,252,364	04-Dec-2012
I-RELAY	Aplifi	85422411	14-Sep-2011	4,138,933	08-May-2012
POLICYBOX	Aplifi	85423084	14-Sep-2011	4,138,981	08-May-2012
INSURESOCKET	Aplifi	85425607	19-Sep-2011	4,139,156	08-May-2012
ONEVIEW	Aplifi	85467206	08-Nov-2011		
AFFIRM FOR LIFE	Aplifi	85574123	20-Mar-2012	4,330,543	07-May-2013
AFFIRM	Aplifi	85574129	20-Mar-2012	4,330,544	07-May-2013
AFFIRM FOR ANNUITIES	Aplifi	85798828	10-Dec-2012	4,383,525	13-Aug-2013
COLLABORATIVE SELLING	Aplifi	85909318	19-Apr-2013		