

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classmates, Inc.		08/11/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Collateral Agent		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2755056	CLASSMATES	
Registration Number:	2758007	CLASSMATES	
Registration Number:	4175168	CLASSMATES	
Registration Number:	2584325	CLASSMATES.COM	
Registration Number:	3372001	CLASSMATES.COM	
Registration Number:	3372057	CLASSMATES.COM	
Registration Number:	4735244	CLASSMATES	
Registration Number:	4735273	CLASSMATES	
Registration Number:	4747294	CLASSMATES	
Registration Number:	4747375	CLASSMATES	
Registration Number:	4566924	CLASSMATES	
Registration Number:	4514516	CM	
Registration Number:	4286429	REUNION ROCK	
Registration Number:	4261787	STEP BACK IN TIME	
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>			

CH \$365.00 2755056

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: 59297 / 042

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 08/11/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 11, 2015 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of PROSPECT CAPITAL CORPORATION, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of July 1, 2015 (as amended by the First Amendment to Loan Agreement dated as of August 11, 2015 by and among INTELIUS, INC., a Delaware corporation ("Intelius"), Classmates, Inc., a Washington corporation ("Classmates"), Yearbook Archives, Inc., a Delaware corporation ("Yearbook"), Opobox, Inc., a Delaware corporation ("Opobox", and together with Intelius, Classmates and Yearbook, individually and collectively and jointly and severally, the "Borrower"), INTELIUS HOLDINGS, INC., a Delaware corporation ("Holdings"), the Subsidiaries of the Borrower that are Guarantors under the Loan Agreement (as defined below) (and together with any Subsidiaries of the Borrower that become Guarantors pursuant to Section 8.10 of the Loan Agreement, the "Guarantors"), the lenders from time to time party to the Loan Agreement (the "Lenders"), Prospect, MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company ("Monroe", and together with Prospect as administrative agents for the Lenders, in such capacity, together with their respective successors and assigns in such capacity, each an "Administrative Agent" and together the "Administrative Agents", with Prospect acting as the Administrative Agent for all payment related matters as "Payment Agent"), and the Collateral Agent (the Collateral Agent, together with the Administrative Agents, each an "Agent" and collectively the "Agents"), and as may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among the Borrower (as defined therein), Holdings, the other Guarantors referred to therein, the Lenders referred to therein, the Administrative Agents and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of July 1, 2015 (as supplemented by that certain Assumption Agreement dated as of August 11, 2015 by and among Classmates, Yearbook and Opobox and acknowledged by the Collateral Agent, and as may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to continue to provide financial accommodations under the Loan Agreement, to induce the Lenders to make

their respective Additional Loans to the Borrower thereunder, and to induce the Agents to continue to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

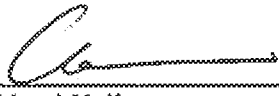
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

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

CLASSMATES, INC., as Grantor

By 
Name: Abani Heller
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005597 FRAME: 0868

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Type	Serial/Registration Number	Class	Jurisdiction Covered	Status	Owner of Record
CLASSMATES	Word	2,755,056	38	US	Registered	Classmates, Inc.
CLASSMATES	Word	2,758,007	35, 41, 42	US	Registered	Classmates, Inc.
CLASSMATES	Word	4,175,168	35, 45	US	Registered	Classmates, Inc.
CLASSMATES	Word	TMA698,432	35, 38, 41, 42	Canada	Registered	Classmates, Inc.
CLASSMATES.COM	Word	2,584,325	35, 38	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	3,372,001	42	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	3,372,057	45	US	Registered	Classmates, Inc.
CLASSMATES.COM	Word	TMA695,251	35, 38, 41, 42	Canada	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,735,244	16	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,735,273	38	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,747,294	35	US	Registered	Classmates, Inc.

CLASSMATES Grad Cap Logo	Design	4,747,375	41	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	4,566,924	45	US	Registered	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	1,648,694	45	Canada	Pending	Classmates, Inc.
CLASSMATES Grad Cap Logo	Design	12,292,348	35, 38, 45	CTM	Registered	Classmates, Inc.
CM Logo	Design	4,514,516	45	US	Registered	Classmates, Inc.
CM Logo	Design	1,648,701	45	Canada	Pending	Classmates, Inc.
REUNION ROCK	Word	4,286,429	38, 42	US	Registered	Classmates, Inc.
STEP BACK IN TIME	Word	4,261,787	35, 38, 45	US	Registered	Classmates, Inc.

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.