

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LENDINGTREE, LLC		10/22/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	3333 Peachtree Road, NE
Internal Address:	Mail Code GA-ATL-2020, 8th Floor, Attn: Portfolio Manager
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3824226	DEGREETREE
Registration Number:	3437719	DONE RIGHT DIRECTORY
Registration Number:	3428235	DONE RIGHT GUARANTEE
Registration Number:	3432705	DONE RIGHT!
Registration Number:	2241814	GETSMART
Registration Number:	2949459	GETSMART
Registration Number:	2929887	GETSMART
Registration Number:	3323701	GETSMART
Registration Number:	3824225	INSURANCETREE
Registration Number:	2265733	LENDINGTREE
Registration Number:	2886058	LENDINGTREE
Registration Number:	3873272	LENDINGTREE
Registration Number:	3757322	LENDINGTREE MONEYRIGHT
Registration Number:	3323716	
Registration Number:	3323728	
Registration Number:	3762760	MONEYRIGHT
Registration Number:	3323713	SMARTY-PANTS
Registration Number:	3749155	TOWN SQUARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3807609	TREE
Registration Number:	3724381	TREE.COM
Registration Number:	3833355	TREE.COM WHERE SMART DECISIONS START.
Registration Number:	2440603	WHEN BANKS COMPETE, YOU WIN
Registration Number:	4337410	SERVICETREE
Registration Number:	4337411	SERVICETREE
Serial Number:	86674462	IF YOU NEED A LOAN, YOU'RE NOT ALONE
Serial Number:	86674459	THE PLACE TO SHOP FOR MONEY

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 566957-640061

NAME OF SUBMITTER: Sidney R. Brown

SIGNATURE: /Sidney R. Brown/

DATE SIGNED: 10/23/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2015 (this "Security Agreement"), is made by LENDINGTREE, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, LENDINGTREE, LLC, a Delaware limited liability company (the "Borrower"), LENDINGTREE, INC., a Delaware corporation ("Parent"), the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of October 22, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower, Parent and certain of the Borrower's Subsidiaries have entered into the Guaranty and Security Agreement, dated as of October 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest 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.

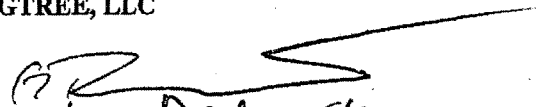
SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark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

SECTION 5. Counterparts. This 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 Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

LENDINGTREE, LLC

By: 
Name: Gabe Dalporto
Title: Chief Financial Officer

[LENDINGTREE - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005651 FRAME: 0792

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: _____
Title: **Marshall T. Mangum, III**
Director

[LENDINGTREE – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005651 FRAME: 0793

SCHEDULE I

Trademarks

Trademark	Jurisdiction	Registration / Application No. and Date	Owner
DEGREETREE & Design	United States	3824226 – 07/27/2010	LendingTree, LLC
DONE RIGHT DIRECTORY & Design	United States	3437719 – 05/27/2008	LendingTree, LLC
DONE RIGHT GUARANTEE (Wordmark)	United States	3428235 – 05/13/2008	LendingTree, LLC
Done Right! (Wordmark)	United States	3432705 – 05/20/2008	LendingTree, LLC
GETSMART (Wordmark)	United States	2241814 – 04/27/1999	LendingTree, LLC
DONE RIGHT! (Wordmark)	United States	3432705 – 05/20/2008	LendingTree, LLC
GETSMART (Wordmark)	United States	2241814 – 04/27/1999	LendingTree, LLC
GETSMART (Wordmark)	United States	2949459 – 05/10/2005	LendingTree, LLC
GETSMART (Wordmark)	United States	2929887 – 03/01/2005	LendingTree, LLC
GETSMART & Home Calculator and Dollar Sign Designs	United States	3323701 – 10/30/2007	LendingTree, LLC
INSURANCETREE & Design	United States	3824225 – 07/27/2010	LendingTree, LLC
LENDERWEB APEX & Design	United States	2932980 – 03/15/2005	LendingTree, LLC
LENDINGTREE (Wordmark)	United States	2265733 – 07/27/1999	LendingTree, LLC
LENDINGTREE (Wordmark)	United States	2886058 – 09/21/2004	LendingTree, LLC
LENDINGTREE & Design	United States	3873272 – 11/09/2010	LendingTree, LLC
LENDINGTREE MONEYRIGHT & Design	United States	3757322 – 03/09/2010	LendingTree, LLC
Male w/Glasses, Hands on Hips Design	United States	3323716 – 10/30/2007	LendingTree, LLC
Head of Male	United States	3323728 – 10/30/2007	LendingTree, LLC

w/Glasses in Circle Design			
MONEYRIGHT & Design	United States	3762760 – 03/23/2010	LendingTree, LLC
SMARTY-PANTS (Wordmark)	United States	3323713 – 10/30/2007	LendingTree, LLC
TOWN SQUARE (Wordmark)	United States	3749155 – 02/16/2010	LendingTree, LLC
TREE (Wordmark)	United States	3807609 – 06/22/2010	LendingTree, LLC
TREE.COM & Design	United States	3724381 – 12/15/2009	LendingTree, LLC
TREE.COM WHERE SMART DECISIONS START & Design	United States	3833355 – 08/17/2010	LendingTree, LLC
WHEN BANKS COMPETE, YOU WIN (Wordmark)	United States	2440603 – 04/03/2001	LendingTree, LLC
BESTLOAN4LIFE (Wordmark)	United States	85/335540 – 06/01/2011	LendingTree, LLC
SERVICETREE (Wordmark)	United States	4337410 – 05/21/2013	LendingTree, LLC
SERVICETREE & Design	United States	4337411 – 05/21/2013	LendingTree, LLC
IF YOU NEED A LOAN, YOU'RE NOT ALONE	United States	86/674462 – 06/25/2015	LendingTree, LLC
THE PLACE TO SHOP FOR MONEY	United States	86/674459 – 06/25/2015	LendingTree, LLC