

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367313

<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>
NETQUOTE INC		12/29/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2194532	AUTO INSURANCE SHOPPER	
<b>Registration Number:</b>	3753807	AUTOINSURANCEQUOTES.COM SHOP SMART & SAV	
<b>Registration Number:</b>	2301426	INSURANCE SHOPPER	
<b>Registration Number:</b>	2638123	MOSTCHOICE	
<b>Registration Number:</b>	2247258	NETQUOTE	
<b>Registration Number:</b>	3484438	NETQUOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE, LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	51375.003		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		

CH \$165.00 2194532

<b>DATE SIGNED:</b>	12/29/2015
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Agreement") is dated as of December 29, 2015, by and among NETQUOTE INC, a Colorado corporation (the "Grantor"), and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, (in such capacity as administrative agent, together with its successors and assigns in such capacity, the "Administrative Agent"), as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor is the owner of the Trademarks listed on Schedule A hereto;

WHEREAS, the Grantor and Administrative Agent are parties, among others, to that certain Credit Agreement, dated as of December 29, 2015 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to All Web Leads, Inc., a Delaware corporation, under the Credit Agreement that the Grantor execute and deliver to Administrative Agent this Trademark Agreement;

WHEREAS, the Grantor has granted to Secured Parties (as defined below) a security interest in certain of the Grantor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

*Proceeds.* Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

*PTO.* The United States Patent and Trademark Office.

*Secured Parties.* Collectively, the Lenders and the Administrative Agent.

*Security Agreement.* That certain Pledge and Security Agreement dated as of the date hereof, by and among the Grantor and certain other Debtors (as defined therein) from time to time party thereto for the benefit of Secured Parties as the same may be hereafter amended, restated, amended and restated, supplemented, extended, substituted and/or otherwise modified from time to time.

*Trademark Agreement.* This Trademark Security Agreement, as amended and in effect from time to time.

*Trademark Collateral.* All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and Grantor shall not be deemed to have granted a security interest in, Excluded Assets.

*Trademark License Rights.* Any and all past, present or future rights and interests of the Grantor, but specifically excluding any obligations of the Grantor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Grantor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

*Trademark Rights.* Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Grantor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, A CONTINUING SECURITY INTEREST IN ALL OF THE TRADEMARK COLLATERAL. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE GRANTOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Trademark Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 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 Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. On the Termination Date or pursuant to any releases of Collateral which shall be permitted or required by, or approved under, the terms of the Credit Agreement or of any other Loan Document, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all instruments as may be necessary or proper to release the security interests granted to the Administrative Agent hereunder.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

"Grantor"  
NETQUOTE INC

By:   
\_\_\_\_\_

Name: William Daniel

Title: Chief Executive Officer

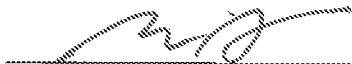
[Trademark Security Agreement]

TRADEMARK  
REEL: 005697 FRAME: 0890

MIDCAP FINANCIAL TRUST,  
a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE A

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
NETQUOTE INC	U.S.	2194532	Oct. 13, 1998	Feb. 14, 1996	NETQUOTE INC	AUTO INSURANCE SHOPPER
NETQUOTE INC	U.S.	3753807	Mar. 2, 2010	Jan. 19, 2009	NETQUOTE INC	AutoInsuranceQuotes.com <small>Shop. Select. Save.</small>
NETQUOTE INC	U.S.	2301426	Dec. 21, 1999	Jan 2, 1998	NETQUOTE INC	INSURANCE SHOPPER
NETQUOTE INC	U.S.	2638123	Oct. 22, 2002	May 2, 2000	NETQUOTE INC	MOSTCHOICE
NETQUOTE INC	U.S.	2247258	May 25, 1999	Sept. 23, 1997	NETQUOTE INC	NETQUOTE
NETQUOTE INC	U.S.	3484438	Aug. 12, 2008	Jan. 10, 2008	NETQUOTE INC	<b>netQUOTE</b>