

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IQ HOLDINGS, LLC		12/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4121733	CLICKRATE	
Registration Number:	3915582	INSUREME	
Registration Number:	2953684	INSUREME	
Registration Number:	2753394	INSWEB	
Registration Number:	2800575	INSWEB	
Registration Number:	4390323	LIVELEAD	
Registration Number:	3653251	MEDHEALTHINSURANCE	
Registration Number:	3625622	POTRERO MEDIA	
Registration Number:	4604542	TROUVE MEDIA	
Registration Number:	2511490	INSWEB	
Registration Number:	2467027	INSWEB	
Registration Number:	2458957	INSWEB	
Registration Number:	2015117	INSWEB	
Registration Number:	2277191	SIMPLIFYING YOUR INSURANCE DECISIONS	
Registration Number:	3303548	AGENTINSIDER	
Registration Number:	3629727	POTREROMEDIA	
Registration Number:	3760401	PP PRODUCER PIPELINE	
Registration Number:	3760402	PRODUCER PIPELINE	
TRADEMARK			

CH \$490.00 4121733

Property Type	Number	Word Mark
Registration Number:	3601976	REVOLEAD

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE, LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	51375.003
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/29/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Agreement") is dated as of December 29, 2015, by and among IQ HOLDINGS, LLC, a Delaware limited liability company (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.

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

"Grantor"
IQ HOLDINGS, LLC

By: 

Name: William Daniel

Title: Chief Executive Officer

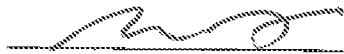
[Trademark Security Agreement]

TRADEMARK
REEL: 005697 FRAME: 0955

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>
IQ HOLDINGS, LLC	U.S.	4121733	Apr. 3, 2012	Aug. 18, 2011	BANKRATE, INC.	
IQ HOLDINGS, LLC	U.S.	3915582	Feb. 8, 2011	July 23, 2009	BANKRATE, INC.	INSUREME
IQ HOLDINGS, LLC	U.S.	2953684	May 17, 2005	Nov. 6, 2003	BANKRATE, INC.	
IQ HOLDINGS, LLC	U.S.	2753394	Aug. 19, 2003	May 25, 1999	BANKRATE, INC.	INSWEB
IQ HOLDINGS, LLC	U.S.	2800575	Dec. 30, 2003	May 25, 1999	BANKRATE, INC.	
IQ HOLDINGS, LLC	U.S.	4390323	Aug. 27, 2013	Aug. 17, 2011	BANKRATE, INC.	LIVELEAD
IQ HOLDINGS, LLC	U.S.	3653251	July 14, 2009	Apr. 10, 2008	BANKRATE, INC.	
IQ HOLDINGS, LLC	U.S.	3625622	May 26, 2009	Apr. 10, 2008	BANKRATE, INC.	POTRERO MEDIA
IQ HOLDINGS, LLC	U.S.	4604542	Sept. 16, 2014	Nov. 19, 2013	BANKRATE, INC.	TROUVE MEDIA
IQ HOLDINGS, LLC	U.S.	2511490	Nov. 27, 2001	May 25, 1999	INSWEB CORPORATION ^{N¹}	INSWEB
IQ HOLDINGS, LLC	U.S.	2467027	July 10, 2001	May 25, 1999	INSWEB CORPORATION ^{N²}	

¹ Assignment to Bankrate recorded in the Trademark Division of the United States Patent and Trademark Office on 4/15/13; Bankrate assigned to IQ Holdings on 11/13/2015.

² Assignment to Bankrate recorded in the Trademark Division of the United States Patent and Trademark Office on 4/15/13; Bankrate assigned to IQ Holdings on 11/13/2015.

IQ HOLDINGS, LLC	U.S.	2458957	June 12, 2001	Aug. 7, 1998	INSWEB CORPORATION N ³	
IQ HOLDINGS, LLC	U.S.	2015117	Nov. 12, 1996	July 14, 1995	INSWEB CORPORATION N ⁴	INSWEB
IQ HOLDINGS, LLC	U.S.	2277191	Sept. 14, 1999	Sept. 30, 1997	INSWEB CORPORATION N ⁵	SIMPLIFYING YOUR INSURANCE DECISIONS
IQ HOLDINGS, LLC	U.S.	3303548	Oct. 2, 2007	Feb. 2, 2005	BANKRATE, INC.	AGENTINSIDER
IQ HOLDINGS, LLC	U.S.	3629727	Mar. 17, 2009	Apr. 10, 2008	BANKRATE, INC.	
IQ HOLDINGS, LLC	U.S.	3760401	June 22, 2009	Mar. 16, 2010	POTRERO MEDIA CORPORATION N ⁶	
IQ HOLDINGS, LLC	U.S.	3760402	Mar. 16, 2010	June 22, 2009	POTRERO MEDIA CORPORATION N ⁷	PRODUCER PIPELINE
IQ HOLDINGS, LLC	U.S.	3601976	Apr. 7, 2009	Aug. 27, 2008	BANKRATE, INC.	REVOLEAD

³ Assignment to Bankrate recorded in the Trademark Division of the United States Patent and Trademark Office on 4/15/13; Bankrate assigned to IQ Holdings on 11/13/2015.

⁴ Assignment to Bankrate recorded in the Trademark Division of the United States Patent and Trademark Office on 4/15/13; Bankrate assigned to IQ Holdings on 11/13/2015.

⁵ Assignment to Bankrate recorded in the Trademark Division of the United States Patent and Trademark Office on 4/15/13; Bankrate assigned to IQ Holdings on 11/13/2015.

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