

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfoSpace Holdings LLC		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Blvd		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	75142845	100HOT	
Serial Number:	78327802	ARFIE	
Serial Number:	75639720	DOGPILE	
Serial Number:	85014993	DOGPILE	
Serial Number:	76061648	INFOSPACE	
Serial Number:	75202955	INFOSPACE	
Serial Number:	75192163	INFOSPACE	
Serial Number:	75250709	METACRAWLER	
Serial Number:	77250647	METACRAWLER	
Serial Number:	74701078	WEBCRAWLER	
Serial Number:	77245974	WEBCRAWLER	
Serial Number:	75499574	WEBMARKET	
Serial Number:	75834827	WEBPOSITION	
Serial Number:	78970454	ZOO	
Serial Number:	77256003	BRAINSTUFF	
Serial Number:	77256252	HOWSTUFFWORKS	
Serial Number:	77266711	HOWSTUFFWORKS	
Serial Number:	77256166	HOWSTUFFWORKS	
Serial Number:	76013441	HOW STUFF WORKS	
TRADEMARK			

CH \$740.00 75142845

Property Type	Number	Word Mark
Serial Number:	78348428	HOW STUFF WORKS
Serial Number:	77757227	GETSTUFF
Serial Number:	77427728	HOWSTUFFWORKS
Serial Number:	77427718	HOWSTUFFWORKS
Serial Number:	77427733	HOWSTUFFWORKS
Serial Number:	77255913	
Serial Number:	77256061	
Serial Number:	77835305	STUFF YOU SHOULD KNOW
Serial Number:	75051533	GO2NET
Serial Number:	75318362	METASPY

CORRESPONDENCE DATA

Fax Number: 8586385009

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: 8586386957

Email: Derek.Monteblanco@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 Executive Drive Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	08/17/2016

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 9, 2016 (the "Agreement") between WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, as collateral agent for the lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and INFOSPACE HOLDINGS LLC ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of July 11, 2016, as amended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of the date even herewith (the "Loan Agreement"), among Lenders, Collateral Agent, OPENMAIL LLC and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Collateral Agent, for the benefit of the Lenders, a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

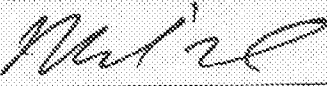
Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include: (a) intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

The rights and remedies of Collateral Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Collateral Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Collateral Agent of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

INFOSPACE HOLDINGS LLC

By: 
Name: Michael L. Blair
Title: Co-founder & CEO

Address for Notices:

Attn: Chuck Ursini - CEO
1501 Main Street
Venice Beach, CA 90291

COLLATERAL AGENT:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: Mark Breneman
3200 Park Center Plaza, Suite 350
Costa Mesa, CA 92626

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

INFOSPACE HOLDINGS LLC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Chuck Ursini - CEO
1501 Main Street
Venice Beach, CA 90291

COLLATERAL AGENT:

WESTERN ALLIANCE BANK

By:  _____

Name: Lanna Lynch

Title: MP Relationship Manager

Address for Notices:

Attn: Mark Breneman
3200 Park Center Plaza, Suite 350
Costa Mesa, CA 92626

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Arfie May 2005 : Arfie.	VA0001328221	2005
Arfie.	VA0001254822	1997
BestGaySearch.com website.	TX0007230408	2010
Dogpile web search home page.	TX0005833486	2003
Dogpile Website.	TX0007847938	2014
DogPile.	TX0005802737	2002
Dogpile.com Website.	TX0007312462	2010
DoGreatGood.com Website.	TX0007230416	2010
Go2Net.com Website.	TX0007312514	2010
InfoSpace toolbar : version 1.0.7.	TX0006004307	2003
InfoSpace toolbar : version 2.0.1.	TX0006004306	2003
Infospace toolbar, version 2.2.3.	TX0006406474	2006
InfoSpace Website.	TX0007958355	2013
InfoSpace.	TX0005966401	2003
InfoSpace.	TX0005833798	2003
Infospace.com Website.	TX0007230427	2010
InSpace Toolbar : version 2.2.1.	TX0006071584	2004
MetaCrawler search the search engines!	TX0005802735	2002
Metacrawler.	TX0006016390	2003
MetaCrawler.com Website.	TX0007230418	2010
My.Arffie.com Website.	TX0007312544	2010
Nation.com Website.	TX0007312467	2010
ProactiveShopper.com Website.	TX0007312461	2010
Retailinteraction.com Website.	TX0007230413	2010
SaveSmart.com Website.	TX0007230398	2010
SearchSpy Website output code.	TX0006080705	2004
SearchSpy Website source code.	TX0006080706	2004
ShopandGo.com Website.	TX0007230410	2010

<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
WebCrawler.	TX0005802736	2003
WebCrawler.	TX0006016391	2003
WebCrawler.com Website.	TX0007230417	2010
WebFetch.com Website.	TX0007230422	2010
WebPosition.com Website.	TX0007230420	2010
WriteNow.com Website.	TX0007230415	2010
Zoo.com Website.	TX0007230425	2010
How air conditioners work.	TX0006317272	2000
How automatic transmissions work.	TX0006127410	2000
How cell phones work.	TX0006127411	2000
How computer memory works.	TX0006317264	2000
How diesel engines work.	TX0006317271	2004
How digital cameras work.	TX0006317273	2000
How DVDs work.	TX0006317269	2000
How electric motors work.	TX0006127412	2000
How flash memory works.	TX0006317267	2000
How home networking works.	TX0006127413	2001
How lock picking works.	TX0006127408	2001
How microprocessors work.	TX0006127414	2000
How motherboards works.	TX0006317268	2005
How much does the earth weigh?.	TX0005410059	2001
How RAM works.	TX0006317266	2000
How routers work.	TX0006317265	2000
How turbochargers work.	TX0006127409	2000
How VoIP works.	TX0006317270	2005
Marshall Brain's How stuff works / Marshall Brain.	TX0005447069	2001
More how stuff works / Marshall Brain and the staff of Howstuffworks.com	TX0005645374	2002
What if? : intriguing answers for the insatiably curious.	TX0005650126	2002

<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Space charts 2.5	TX0004525122	1997
Space SQL	TX0004522464	1997

Exhibit B
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
100HOT	UNITED STATES	75142845	2117092	11/25/97
ARFIE	UNITED STATES	78327802	2906684	11/30/04
DOGPILE	UNITED STATES	75639720	2456655	6/5/01
DOGPILE and Design	UNITED STATES	85014993	3879959	11/23/10
INFOSPACE	UNITED STATES	76061648	2872006	8/10/04
INFOSPACE	UNITED STATES	75202955	2121439	12/16/97
INFOSPACE	UNITED STATES	75192163	2206397	12/1/98
METACRAWLER	UNITED STATES	75250709	2273293	8/31/99
METACRAWLER	UNITED STATES	77250647	3456969	7/1/08
WEBCRAWLER	UNITED STATES	74701078	2007916	10/15/96
WEBCRAWLER	UNITED STATES	77245974	3497997	9/9/08
WEBMARKET	UNITED STATES	75499574	2331018	3/21/00
WEBPOSITION	UNITED STATES	75834827	2379723	8/22/00
ZOO	UNITED STATES	78970454	3373136	1/22/08
BRAINSTUFF	UNITED STATES	77256003	3483619	8/12/08
HOWSTUFFWORKS	UNITED STATES	77256252	3491518	8/26/08
HOWSTUFFWORKS	UNITED STATES	77266711	3483654	8/12/08

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
HOWSTUFFWORKS	UNITED STATES	77256166	3491517	8/26/08
HOW STUFF WORKS	UNITED STATES	76013441	2501638	10/30/01
HOW STUFF WORKS	UNITED STATES	78348428	2980912	8/2/05
GETSTUFF	UNITED STATES	77757227	3877680	11/16/10
HOW STUFF WORKS and Design	UNITED STATES	77427728	3706161	11/3/09
HOW STUFF WORKS and Design	UNITED STATES	77427718	3811398	6/29/10
HOW STUFF WORKS & Design	UNITED STATES	77427733	3706162	11/3/09
HSW Chime (SOUND MARK)	UNITED STATES	77255913	3498066	9/9/08
HSW Logo	UNITED STATES	77256061	3398322	3/18/08
STUFF YOU SHOULD KNOW	UNITED STATES	77835305	3983155	6/28/11
GOTONET	UNITED STATES	75051533	2316888	2/8/00
METASPY	UNITED STATES	75318362	2185758	9/1/98

EXHIBIT C

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
METHOD AND SYSTEM FOR TRACKING THE PURCHASE OF A PRODUCT AND SERVICES OVER THE INTERNET	6,016,504	08/704,143	Issued	01-18-00
IMPROVED SERVER AND METHOD FOR ROUTING MESSAGES TO ACHIEVE UNIFIED COMMUNICATIONS	6,606,647	09/228,249	Issued	08-12-03
SYSTEM AND METHOD FOR FACILITATING PRESENTATION OF SUBJECT CATEGORIZATIONS FOR USE IN AN ON-LINE SEARCH QUERY ENGINE	6,519,585	09/300,336	Issued	02-11-03
SELECTIVE PROXY APPROACH TO FILLING-IN FORMS EMBEDDED IN DISTRIBUTED ELECTRONIC DOCUMENTS	6,499,042	09/411,478	Issued	12-24-02