

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM401279

<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>
BIZRATE INSIGHTS INC.		10/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	1615 Brett Road		
<b>Internal Address:</b>	Building III		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2109142	BIZRATE	
<b>Registration Number:</b>	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
<b>Registration Number:</b>	4018652	BIZRATE CIRCLE OF EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212) 455-3222		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Alexander Raytman		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	017670/0101		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	10/07/2016		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2016, (this “**Agreement**”) between BIZRATE INSIGHTS INC. (the “**New Subsidiary**”), a Delaware corporation, and CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”).

Reference is made to the Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, as Grantor, the other Grantors party thereto from time to time and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of April 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiary Guarantors party thereto from time to time, each lender party thereto from time to time (collectively, the “**Lenders**” and individually, a “**Lender**”) and Citibank, N.A., as Administrative Agent. The New Subsidiary is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Lines of Credit, Secured Hedge Agreements and Treasury Services Agreement and the New Subsidiary is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Lines of Credit, Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, the New Subsidiary, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the New Subsidiary or in which the New Subsidiary now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and

service marks used by the New Subsidiary, including, without limitation, those listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of the New Subsidiary’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the New Subsidiary’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the New Subsidiary as the New Subsidiary may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by the New Subsidiary to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The New Subsidiary hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BIZRATE INSIGHTS INC.**

By: Lauren Ezrol Klein  
Name: Lauren Ezrol Klein  
Title: Authorized Officer

CITIBANK, N.A.,  
as Collateral Agent

By: 

Name: Keith Lukasavich

Title: Director & Vice President

**Schedule I<sup>1</sup>**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

**Trademarks:**

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration Number</u></b>
Bizrate Insights Inc.	BIZRATE	2,109,142
Bizrate Insights Inc.	Certification Mark – BIZRATE CUSTOMER CERTIFIED	3,470,894
Bizrate Insights Inc.	Certification Mark – BIZRATE CIRCLE OF EXCELLENCE	4,018, 652

**Trademark Applications**

None.

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<sup>1</sup> The Borrower is in the process of recording name changes to cause Bizrate Insights Inc. to be the registered owner of each trademark listed on this Schedule I.