

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Red Ventures, LLC		11/08/2017	Limited Liability Company: NORTH CAROLINA
MyMove, LLC		11/08/2017	Limited Liability Company: DELAWARE
Soda, LLC		11/08/2017	Limited Liability Company: DELAWARE
Bankrate, Inc.		11/08/2017	Corporation: DELAWARE
Bankrate, LLC		11/08/2017	Limited Liability Company: DELAWARE
Linkoffers, Inc.		11/08/2017	Corporation: DELAWARE
AllConnect, Inc.		11/08/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street, 5th Floor
Internal Address:	c/o MAC Legal, Mail Code: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	4167534	RED VENTURES
Registration Number:	2402715	IMAGITAS
Registration Number:	2529440	IMAGITAS
Registration Number:	4195196	MYMOVE
Registration Number:	4442507	M
Serial Number:	86938943	THE SIMPLE DOLLAR
Registration Number:	3505124	\$ BANKAHOLIC
Registration Number:	4991843	
Registration Number:	4991845	
Registration Number:	3365466	BANKAHOLIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2572346	BANKRATE
Registration Number:	3744336	BANKRATE
Registration Number:	4718747	BANKRATE
Registration Number:	2935521	BANKRATE PRO
Registration Number:	2413258	BANKRATE.COM
Registration Number:	3507979	BRINGING YOU THE BEST IN BANKING
Registration Number:	3301501	BUILD OFFERS.COM
Registration Number:	1937719	FASTFIND
Registration Number:	5201324	MAXIMIZE YOUR MONEY. GET EXPERT ADVICE &
Registration Number:	2438414	I
Registration Number:	2577005	INTEREST.COM
Registration Number:	3824454	JUMBO FLASH REPORT
Registration Number:	5106851	LOANMATCH
Registration Number:	5183769	LOANPRICER
Registration Number:	4991841	LOANTEK
Registration Number:	4991842	LOANTEK
Registration Number:	4968326	LOANTEK
Registration Number:	4968327	LOANTEK
Registration Number:	2160825	LOANTEK
Registration Number:	5201323	MAXIMIZE YOUR MONEY
Serial Number:	86461033	MYBANKRATE
Registration Number:	2386942	SAFE & SOUND
Registration Number:	5271316	THE CARD SHARK
Registration Number:	5270472	THE CASHLORETTE
Registration Number:	4124514	
Registration Number:	4573827	CARDMATCH
Registration Number:	4309232	CARD OFFERS.COM THE CREDIT CARD DIRECTORY
Registration Number:	4080061	CREDITCARDFORUM
Registration Number:	3251689	CREDITCARDS.COM
Registration Number:	4253661	NEXTADVISOR
Registration Number:	5009951	THE CREDIT CARD EXPERTS
Registration Number:	4101930	THE POINTS GUY
Registration Number:	5040730	TPGTV
Registration Number:	4780214	WALLETUP
Registration Number:	5045730	WE'VE GOT CREDIT CARDS COVERED
Registration Number:	4212678	BANKRATE INSURANCE VERIFIED
Registration Number:	5206009	GET EXPERT ADVICE & TOOLS
Registration Number:	5266450	ALLCONNECT

Property Type	Number	Word Mark
Registration Number:	5148204	ALLCONNECT
Registration Number:	4986584	ALLCONNECT
Registration Number:	4932777	CONCERT
Registration Number:	3234596	ALLCONNECT
Registration Number:	2220770	ALLCONNECT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/10/2017

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of November 8, 2017 (this "Agreement"), among RED VENTURES, LLC, MYMOVE, LLC, SODA, LLC, BANKRATE, INC., BANKRATE, LLC, LINKOFFERS, INC., and ALLCONNECT, INC., (each, a "Grantor" and collectively, the "Grantors") and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of November 8, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Red Ventures Holdco, LP, a North Carolina limited partnership ("Holdings"), Red Ventures, LLC, a North Carolina limited liability company ("Parent Borrower"), New Imagitas, Inc., a North Carolina corporation ("Co-Borrower"), the Lenders party thereto and Bank of America, N.A., as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of November 8, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Parent Borrower, the Co-Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to the Collateral Agreement are expressly subject and subordinate to the liens and security

interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Bank of America, N.A., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent under the Collateral Agreement is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

RED VENTURES, LLC

By: Red Ventures GP, LLC, as manager

By: Mark Brodsky
Name: Mark Brodsky
Title: Chief Financial Officer and Secretary

BANKRATE, INC.
BANKRATE, LLC
LINKOFFERS, INC.

By: Mark Brodsky
Name: Mark Brodsky
Title: Vice President

ALLCONNECT, INC.

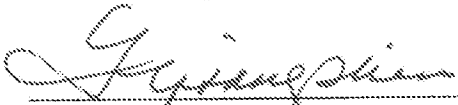
By: Mark Brodsky
Name: Mark Brodsky
Title: Chief Financial Officer and Secretary

MYMOVE, LLC
SODA, LLC

By: Red Ventures, LLC, as manager

By: Mark Brodsky
Name: Mark Brodsky
Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A., as Collateral Agent,




By: 
Name: Tiffany Shin
Title: Vice President

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006201 FRAME: 0438

SCHEDULE I

1. Trademarks and Trademark Applications

<u>Owner</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
Red Ventures, LLC	85463316	4,167,534	RED VENTURES®
MyMove, LLC	75604362	2,402,715	IMAGITAS®
MyMove, LLC	76101334	2,529,440	
MyMove, LLC	85116246	4,195,196	
MyMove, LLC	85761326	4,442,507	
Soda, LLC	86938943		THE SIMPLE DOLLAR
BANKRATE, LLC	77408531	3505124	\$ BANKAHOLIC
BANKRATE, LLC	86778392	4991843	[LOANTEK HOUSE DESIGN]
BANKRATE, LLC	86778404	4991845	[LOANTEK HOUSE DESIGN]
BANKRATE, LLC	77186566	3365466	BANKAHOLIC
BANKRATE, LLC	76164647	2572346	BANKRATE
BANKRATE, LLC	77766779	3744336	BANKRATE
BANKRATE, LLC	85680796	4718747	BANKRATE
BANKRATE, LLC	78186529	2935521	BANKRATE PRO
BANKRATE, LLC	75552951	2413258	BANKRATE.COM
BANKRATE, LLC	77402277	3507979	BRINGING YOU THE BEST IN BANKING
BANKRATE, LLC	77096068	3301501	BUILDOFFERS.COM
BANKRATE, LLC	74432083	1937719	FASTFIND
BANKRATE, LLC	86942651	5201324	MAXIMIZE YOUR MONEY. GET EXPERT ADVICE & TOOLS. MASTER LIFE'S FINANCIAL JOURNEY
BANKRATE, LLC	75928406	2438414	I
BANKRATE, LLC	75664620	2577005	Interest.com
BANKRATE, LLC	77889202	3824454	JUMBO FLASH REPORT
BANKRATE, LLC	87061273	5106851	LOANMATCH
BANKRATE, LLC	87099659	5183769	LOANPRICER
BANKRATE, LLC	86778369	4991841	LOANTEK
BANKRATE, LLC	86778373	4991842	LOANTEK
BANKRATE, LLC	86780243	4968326	LOANTEK
BANKRATE, LLC	86780244	4968327	LOANTEK
BANKRATE, LLC	75070743	2160825	LOANTEK

BANKRATE, LLC	86942577	5201323	Maximize Your Money.
BANKRATE, LLC	86461033	4862209	MYBANKRATE
BANKRATE, LLC	75552568	2386942	SAFE & SOUND
BANKRATE, INC.	87348109	5271316	The Card Shark
BANKRATE, INC.	87308384	5270472	The Cashlorette
BANKRATE, INC.	85310723	4124514	[the ticker symbol in our corporate logo]
LINKOFFERS, INC.	85947956	4573827	CARDMATCH
LINKOFFERS, INC.	85752511	4309232	CARDOFFERS.COM THE CREDIT CARD DIRECTORY
LINKOFFERS, INC.	85329404	4080061	CREDITCARDFORUM
LINKOFFERS, INC.	78947260	3251689	CREDITCARDS.COM
LINKOFFERS, INC.	85600327	4253661	NEXTADVISOR
LINKOFFERS, INC.	87022500	5009951	The credit card experts.
LINKOFFERS, INC.	85351809	4101930	THE POINTS GUY
LINKOFFERS, INC.	86896990	5040730	TPGTV
LINKOFFERS, INC.	86296088	4780214	WALLETUP
LINKOFFERS, INC.	87022496	5045730	We've Got Credit Cards Covered-
Bankrate, Inc.	85400395	4212678	BANKRATE INSURANCE VERIFIED
Bankrate, LLC	86942628	5206009	GET EXPERT ADVICE & TOOLS
ALLCONNECT, INC.	86638202	5266450	ALLCONNECT
ALLCONNECT, INC.	86981280	5148204	ALLCONNECT
ALLCONNECT, INC.	86638172	4986584	ALLCONNECT
ALLCONNECT, INC.	85925963	4932777	CONCERT
ALLCONNECT, INC.	78539439	3234596	ALLCONNECT
ALLCONNECT, INC.	75159393	2220770	ALLCONNECT

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Red Ventures, LLC
- 2. MyMove, LLC
- 3. Soda, LLC
- 4. Bankrate, Inc.
- 5. Bankrate, LLC
- 6. Linkoffers, Inc.
- 7. AllConnect, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____

Other 1. LLC-NC; 2-3. LLC-DE; 4. Corp.-DE; 5. LLC-DE; 6-7. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: C/O MAC Legal, Mail code: NC1-001-05-45, 101 N. Tryon Street, 5th Floor

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

53

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 8, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450