

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyMove, LLC		11/09/2018	Limited Liability Company: DELAWARE
Bankrate, LLC		11/09/2018	Limited Liability Company: DELAWARE
Baton Holding, LLC		11/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
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: 4			
Property Type	Number	Word Mark	
Serial Number:	88061331	PERSONAL FINANCE MINUTE	
Registration Number:	5512623	M MYMOVE	
Registration Number:	5512610	M	
Registration Number:	4391778	MOMMY POINTS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.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		

OP \$115.00 88061331

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/09/2018
Total Attachments: 6 source=Red Ventures - TM Supplement#page1.tif source=Red Ventures - TM Supplement#page2.tif source=Red Ventures - TM Supplement#page3.tif source=Red Ventures - TM Supplement#page4.tif source=Red Ventures - TM Supplement#page5.tif source=Red Ventures - TM Supplement#page6.tif	

SUPPLEMENT NO. 1 (this "Supplement"), dated as of November 9, 2018 to the FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of November 8, 2017 (the "Trademark Security Agreement"), is made by MYMOVE, LLC, BANKRATE, LLC. and BATON HOLDING, LLC, (each, a "Grantor" and collectively, the "Grantors") in favor of 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 First 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, Collateral Agent and Issuing Bank and (b) the First 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 and the Issuing Banks 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 Supplement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Supplement 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 Supplement.

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 the 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 Supplement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Supplement 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 Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 5. GOVERNING LAW. THIS SUPPLEMENT 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 Supplement as of the day and year first above written.

MYMOVE, LLC

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

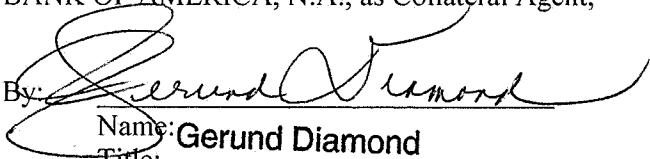
BANKRATE, LLC

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

BATON HOLDING, LLC

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

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

By: 
Name: Gerund Diamond
Title: Vice President

SCHEDULE I

1. Trademarks and Trademark Applications

<u>Owner</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
Bankrate, LLC	88061331		Personal Finance Minute (Word mark)
MYMOVE, LLC	87703043	5512623	MYMOVE logo
MYMOVE, LLC	87702899	5512610	M
Baton Holding, LLC	85822013	4391778	MOMMY POINTS (Word mark)