

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/16/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Netquote, Inc.		08/16/2005	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	Technology Investment Capital Corp.
Street Address:	8 Sound Shore Drive
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78614368	NETQUOTE
Serial Number:	78614369	NQ
Registration Number:	2247258	NETQUOTE
Registration Number:	2846039	NETQUOTE LEADS FROM THE NET
Registration Number:	2194532	AUTO INSURANCE SHOPPER
Registration Number:	2301426	INSURANCE SHOPPER
Registration Number:	1984758	INSURANCE SHOPPER SERVICES

**CORRESPONDENCE DATA**

Fax Number: (202)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-585-8264  
 Email: sfreedman@nixonpeabody.com  
 Correspondent Name: Susan M. Freedman, Esq.

CH \$190.00 78614368

Address Line 1: 401 9th Street, N.W.  
Address Line 2: Suite 900  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	08/23/2005

**Total Attachments: 6**  
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**Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2005 (this "Trademark Security Agreement"), by NETQUOTE INC, a Colorado corporation ("Grantor"), in favor of TECHNOLOGY INVESTMENT CAPITAL CORP., a Maryland corporation, as secured party (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of August 16, 2005 (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") by and between Grantor, NetQuote Holdings, Inc. ("Holdings") and the Secured Party, the Secured Party is purchasing or has purchased certain Notes issued by Grantor; and

WHEREAS, pursuant to the Purchase Agreement, the Secured Party, Grantor, Holdings and certain other parties are executing or have executed that certain Pledge and Security Agreement dated as of August 16, 2005 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its Trademarks, Trademark registrations and Trademark applications to which it is or shall be a party, including, without limitation, the Trademarks, Trademark registrations, and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the

Trademark registrations issued with respect to the Trademark applications referred in Schedule I, or (ii) injury to the goodwill associated with any Trademark or Trademark registration.

(d) Notwithstanding anything to the contrary contained in this Agreement, the term Collateral shall not include any intent-to-use trademark or service mark application contained in general intangibles if granting a security interest would result in an assignment of such applications to the Secured Party upon an Event of Default that would be deemed to invalidate, void, cancel, or abandon such applications; provided, that, the foregoing exclusion shall in no way be construed (a) to apply if any described prohibition is unenforceable under Section 9-406, 9-407, or 9-408 of the Uniform Commercial Code or other applicable law, or (b) so as to limit, impair or otherwise affect the Secured Party's continuing security interests in and liens upon any rights or interests of a Grantor in or monies due or to become due under any described contract, lease permit, license, charter or license agreement (including any accounts), or (c) to limit, impair, or otherwise affect the Secured Party's continuing security interests in and liens upon any rights or interest of a Grantor in and any proceeds from the sale, license, lease, or other dispositions of such contract, lease, permit, license, charter, license agreement, or capital stock or (d) to include any intent-to-use trademark or service mark applications at such time as the same include an amendment to allege use or statement of use.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor.

5. Authorization to Supplement. Grantor agrees to provide written notice to the Secured Party every six months, beginning six months after the Closing Date, of any additional material trademarks registered in the United States or applications therefor after the date hereof. Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I hereto to include any future material trademarks registered in the United States or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify

this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

7. Termination. Upon payment and performance in full of all Obligations (other than contingent indemnification obligations), the security interests created by this Agreement shall terminate and the Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

*[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES FOLLOW.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NETQUOTE INC

By: Scott Striegel  
Name: Scott Striegel  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:  
TECHNOLOGY INVESTMENT CAPITAL CORP.

By: \_\_\_\_\_  
Name: Saul B. Rosenthal  
Title: President

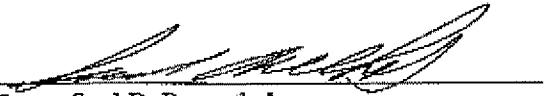
Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NETQUOTE INC

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**  
TECHNOLOGY INVESTMENT CAPITAL CORP.

By:   
Name: Saul B. Rosenthal  
Title: President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENTUS Trademark Registrations

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Owner</i>
NETQUOTE	Registration # 2247258	May 25, 1999	Grantor
NETQUOTE LEADS FROM THE NET	Registration # 2846039	May 25, 2004	Grantor
AUTO INSURANCE SHOPPER	Registration # 2194532	October 13, 1998	Grantor
INSURANCE SHOPPER	Registration # 2301426	December 21, 1999	Grantor
INSURANCE SHOPPER SERVICES(not currently in use)	Registration # 1984758 Also registered on the supplemental register.	July 2, 1996	Grantor

US Trademark Applications

<i>Mark</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Owner</i>
NETQUOTE (stylized)	Serial # 78614368	April 22, 2005	Grantor
NQ (stylized)	Serial # 78614369	April 22, 2005	Grantor