

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Trulia, Inc.		09/15/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Technology Growth Capital, Inc.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3204655	TRULIA	
Registration Number:	3197657	TRULIA	
Registration Number:	3210548	TRULIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)693-2222		
<b>Phone:</b>	4156932440		
<b>Email:</b>	crhem@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	305866-180 TRULIA		
<b>NAME OF SUBMITTER:</b>	C. Rhem		

CH \$90.00 3204655

Signature:	/CR/
Date:	09/16/2011
Total Attachments: 9 source=Trulia IPSA#page1.tif source=Trulia IPSA#page2.tif source=Trulia IPSA#page3.tif source=Trulia IPSA#page4.tif source=Trulia IPSA#page5.tif source=Trulia IPSA#page6.tif source=Trulia IPSA#page7.tif source=Trulia IPSA#page8.tif source=Trulia IPSA#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 15, 2011 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Delaware corporation ("Lender") and TRULIA, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of September 15, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than those that have been previously abandoned by Grantor).

This Agreement shall terminate and be no further force or effect upon the earlier to occur of (i) the repayment in full of all Secured Obligations under the Loan Agreement, or (ii) the occurrence of the IP Release referenced in Section 3.2 of the Loan Agreement. Upon such termination, Lender shall execute and deliver to Grantor all such documents and instrument as shall be necessary to evidence termination of this Intellectual Property Security Agreement and the security interest created hereunder.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

116 New Montgomery Street, Suite 300  
San Francisco, CA 94105  
Attn: Chief Executive Officer

GRANTOR:

TRULIA, INC.

By: 

Title: CEO

Address of Lender:

Hercules Technology Growth Capital, Inc.  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

This Agreement shall terminate and be no further force or effect upon the earlier to occur of (i) the repayment in full of all Secured Obligations under the Loan Agreement, or (ii) the occurrence of the IP Release referenced in Section 3.2 of the Loan Agreement. Upon such termination, Lender shall execute and deliver to Grantor all such documents and instrument as shall be necessary to evidence termination of this Intellectual Property Security Agreement and the security interest created hereunder.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

116 New Montgomery Street, Suite 300  
San Francisco, CA 94105  
Attn: Chief Executive Officer

GRANTOR:

TRULIA, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

Hercules Technology Growth Capital, Inc.  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  \_\_\_\_\_

Title: K. Nicholas Mariltsch  
Associate General Counsel

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

**COPYRIGHTS**

Title: Software source code of Trulia online real estate search. Registration no. TXu001277476.

**EXHIBIT B**

**PATENTS**

The Company currently has one pending patent application filed with the USPTO, Application No. 12/924,037 filed on September 16, 2010.

The Company currently has one pending provisional patent application filed with the USPTO, Application No. 61/386,800 filed on September 27, 2010.

EXHIBIT C

**TRADEMARKS**

See attached schedule.



CONFIDENTIAL

**Trulia, Inc.**

Country Trademark  
Status Class

Canada

TRULIA

Registered

App. No./Date  
Goods Reg. No./Date

1,286,796  
1/20/2006

TMA712471  
4/22/2008

000

SERVICES:

(1) Advertising by transmission of online publicity for third parties through electronic communications networks in the field of real estate; promoting the goods and services of others by placing advertisements and promotional displays in an electronic site accessed through computer networks and through an interactive web site featuring real estate information and listings; promoting the web sites of others, namely, dissemination of advertising for others via an on-line electronic communications network; real estate advertising services; providing on-line directory information services also featuring hyperlinks to other web sites; providing an online commercial information directory on the internet; referral services in the field of real estate. (2) Operating online marketplaces for sellers of real estate services and potential buyers; Providing computer databases featuring searchable indexes of information, real estate property listings, third-party web sites and links, and other resources available on computer networks in the field of real estate; providing an on-line computer database and information in the field of real estate. (3) Computer services, namely, providing search engines for obtaining data on a global computer network, wide area networks and local area networks; real estate research services, namely, searching, retrieving, summarizing and providing information related to real estate markets, trends, properties, listings and pricing.

Community Trademark (EU)

TRULIA

Registered

004862504  
1/27/2006

004862504  
5/24/2007

035

Advertising; business management; business administration; office functions; advertising by transmission of online publicity for third parties through electronic communications networks in the field of real estate; promoting the goods and services of others by placing advertisements and promotional displays in an electronic site accessed through computer networks and through an interactive web site featuring real estate information and listings; promoting the web sites of others, namely, dissemination of advertising for others via an on-line electronic communications network; real estate advertising services; providing on-line commercial information directory on the internet, also featuring hyperlinks to other web sites; providing an online commercial information directory on the internet

036

Insurance; financial affairs; monetary affairs; real estate affairs; providing computer databases featuring searchable indexes of information, real estate property listings, third-party web sites and links, and other resources available on computer networks in the field of real estate; real estate research services, namely, searching, retrieving, summarizing and providing information related to real estate markets, trends, properties, listings and pricing; providing an on-line computer database and information in the field of real estate; operating online marketplaces for sellers of real estate services and potential buyers; referral services in the field of real estate, namely real estate listing and providing information in the field of real estate by means of linking the web site to other web sites featuring real estate information

042

Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services; computer services, namely, providing search engines for obtaining data on a global computer network, wide area networks and local area networks

TRADEMARK

REEL: 004624 FRAME: 0442

5814-0001/LEGAL21576551.1



CONFIDENTIAL

Country Trademark Status Class

App. No./Date Reg. No./Date Goods

United States TRULIA

Registered 78/717,938 3,204,655 1/30/2007
042 Computer services, namely, providing search engines for obtaining data on a global computer network, wide area networks and local area networks; real estate research services, namely, searching, retrieving, summarizing and providing information related to real estate markets, trends, properties, listings and pricing

TRULIA

Registered 78/717,943 3,197,657 1/9/2007
035 Advertising by transmission of online publicity for third parties through electronic communications networks in the field of real estate; promoting the goods and services of others by placing advertisements and promotional displays in an electronic site accessed through computer networks and through an interactive web site featuring real estate information and listings; promoting the web sites of others, namely, dissemination of advertising for others via an on-line electronic communications network; real estate advertising services; providing on-line directory information services also featuring hyperlinks to other web sites; providing an online commercial information directory on the internet; referral services in the field of real estate

TRULIA

Registered 78/717,947 3,210,548 2/20/2007
035 Operating online marketplaces for sellers of real estate services and potential buyers
036 Providing computer databases featuring searchable indexes of information, real estate property listings, third-party web sites and links, and other resources available on computer networks in the field of real estate; providing an on-line computer database and information in the field of real estate