

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIVINGSOCIAL, INC.		12/20/2011	CORPORATION: DELAWARE
SOCIAL MEDIA NETWORKS, INC.		12/20/2011	CORPORATION: DELAWARE
URBAN ESCAPES AND EXPEDITIONS INC.		12/20/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3458846	BYFAD
Registration Number:	3564333	COCKTAILS ARE A CLICK AWAY
Registration Number:	3564334	COCKTAILS ARE ONLY A CLICK AWAY
Registration Number:	3709310	DRINK BANK
Registration Number:	3759145	PICK YOUR FIVE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle

OP \$140.00 3458846

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37599
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/20/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of December 20, 2011 (this "Agreement"), between LivingSocial, Inc. ("Borrower") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Bank have extended, and have agreed to extend, credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral");

All trademark rights in any work subject to the trademark laws of the United States, whether as author, assignee, transferee or otherwise; and all registrations and applications for registration of any such trademark in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[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.

LIVINGSOCIAL, INC.

By: _____

Name: John Baux

Title: Co. officer

SOCIAL MEDIA NETWORKS INC.

By: _____

Name: James Bramson

Title: Secretary

URBAN ESCAPES AND EXPEDITIONS INC.

By: _____

Name: James Bramson

Title: Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[[3313329]]

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

LIVINGSOCIAL, INC.

By: _____
Name:
Title:


SOCIAL MEDIA NETWORKS INC.

By: _____
Name:
Title:

URBAN ESCAPES AND EXPEDITIONS INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Peter B. Thauer
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[[31329]]

TRADEMARK
REEL: 004684 FRAME: 0395

SCHEDULE I

Trademarks and Trademark Applications

<u>Owner Name</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Application Date</u>
Hungry Machine, Inc. (changed its name to LivingSocial, Inc.)	APPOGRAPHICS	abandoned			
LivingSocial, Inc.	BYFAD	July 1, 2008	3458846		
LivingSocial, Inc.	COCKTAILS ARE A CLICK AWAY	January 20, 2009	3564333		
LivingSocial, Inc.	COCKTAILS ARE ONLY A CLICK AWAY	January 20, 2009	3564334		
Hungry Machine, Inc. (changed its name to LivingSocial, Inc.)	CPF	abandoned			
Hungry Machine, Inc. (changed its name to LivingSocial, Inc.)	COST PER FRIEND	abandoned			
LivingSocial, Inc.	DRINK BANK	November 10, 2009	3709310		
LivingSocial, Inc.	PICK YOUR FIVE	March 9, 2010	3759145		

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