

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITSOL Inc.		11/26/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORP.		
Street Address:	10 BANK STREET, 12TH FLOOR		
City:	WHITE PLAINS		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3626768	2INSURE4LESS.COM	
Registration Number:	3641450	INSURANCEBUREAU.COM	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969.0153		
NAME OF SUBMITTER:	Hani Z. Sayed		
Signature:	/HANI Z. SAYED/		

Date:

11/27/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Agreement") is dated as of November 26, 2013, by and among ITSOL INC., a California corporation (the "Grantor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and permitted assigns, "Administrative Agent").

WHEREAS, the Grantor is the owner of the Trademarks listed on Schedule A hereto;

WHEREAS, the Grantor, ALL WEB LEADS, INC., a Delaware corporation, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Grantor under the Credit Agreement that the Grantor execute and deliver to Administrative Agent this Trademark Agreement;

WHEREAS, the Grantor has granted to Secured Parties (as defined below) a security interest in certain of the Grantor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

***Proceeds.*** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

***PTO.*** The United States Patent and Trademark Office.

***Secured Parties.*** Collectively, the Lenders and the Administrative Agent.

***Security Agreement.*** That certain Security Agreement executed by the Grantor and certain other debtor parties for the benefit of Secured Parties dated as of the date hereof, as the same may be hereafter amended, restated, amended and restated, supplemented, extended, substituted and/or otherwise modified from time to time.

***Trademark Agreement.*** This Trademark Security Agreement, as amended and in effect from time to time.

***Trademark Collateral.*** All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and Grantor shall not be deemed to have granted a security interest in the following: (1) any General Intangibles or any other rights or interests in any license, lease, contract, agreement or other document to which Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such General Intangible, license, lease, contract, agreement or other document, (A) result in a breach of the terms of, (B) constitute a default under or with respect to, or (C) result in the termination of such General Intangible, license, lease, contract, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any of the foregoing restrictions or consequences provided in clauses (A) through (C) above, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction or consequence in clauses (A) through (C) above, Trademark Collateral shall, to the extent such restriction or consequence, does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests; and (2) any applications for United States trademark registration pursuant to IS U.S.C. §1051(b) (i.e., an intent-to-use application), until such time as such registration is granted or, if earlier, the date of first use of the trademark, at which point such application or registration shall constitute Trademark Collateral.

***Trademark License Rights.*** Any and all past, present or future rights and interests of the Grantor, but specifically excluding any obligations of the Grantor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Grantor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Grantor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Grantor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN ALL OF THE TRADEMARK COLLATERAL. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE GRANTOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Security Agreement.** This Trademark Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**4. Termination.** On the Termination Date or pursuant to any releases of Collateral which shall be permitted or required by, or approved under, the terms of the Credit Agreement or of any other Loan Document, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

"Grantor"

ITSOL INC., a California corporation

By: William R. Daniel

Name: William R. Daniel

Title: Chief Executive Officer

"Administrative Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: \_\_\_\_\_  
Ivelin M. Dimitrov  
Chief Investment Officer

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

"Grantor"

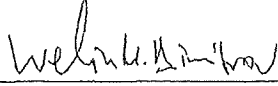
ITSOL INC., a California corporation

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

"Administrative Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:   
Ivelin M. Dimitrov  
Chief Investment Officer

**SCHEDULE A**

<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>
2Insure4less.com	Federal	Live	77596543	3626768
Insurancebureau.com	Federal	Live	77535363	3641450