

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEDDINGWIRE, INC.		02/20/2015	CORPORATION: DELAWARE
SOMETHING BLUE, LLC.		02/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
WWLB MANAGEMENT, LLC.		02/20/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH STREET FINANCE CORP.
Street Address:	777 WEST PUTNAM AVENUE
Internal Address:	3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4147894	EVENTWIRE
Registration Number:	3803848	PROJECT WEDDING
Registration Number:	3856127	BRIDE'S CHOICE AWARDS
Registration Number:	3639477	WEDDINGACES
Registration Number:	3639457	BRIDALBUDS
Registration Number:	3638741	DIRECTMATCH
Registration Number:	3512472	TIME TO ROCK
Registration Number:	3536449	WEDDING WIRE RATED
Registration Number:	3365304	SMARTMATCH
Registration Number:	3316183	WEDDINGWIRE
Registration Number:	3316175	WEDDINGWIRE
Registration Number:	4636405	
Registration Number:	4621043	WEDTEAM
Registration Number:	4620881	WEDSTYLE
Registration Number:	4616497	COUPLES' CHOICE AWARDS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4391737	BIRTHDAYWIRE
Registration Number:	4395463	PROMWIRE
Registration Number:	4391735	MITZVAHWIRE
Registration Number:	4571847	WEDSOCIAL
Registration Number:	3053437	LIVEBOOKS

CORRESPONDENCE DATA

Fax Number: 7145469035

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.

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: RUTAN & TUCKER, LLP

Address Line 1: 611 ANTON BLVD.

Address Line 2: SUITE 1400

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969.0181
NAME OF SUBMITTER:	HANI Z. SAYED
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	02/24/2015

Total Attachments: 8

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of February 20, 2015, among WEDDINGWIRE, INC., a Delaware corporation, SOMETHING BLUE, LLC, a Delaware limited liability company, and WWLB MANAGEMENT, LLC, a Delaware limited liability company (collectively, "Assignor"), 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 assigns in such capacity, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks including those listed on Schedule A hereto;

WHEREAS, the Assignor, as Borrower, Administrative Agent, certain other Borrowers and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be amended, modified, substituted, extended or restated from time to time, the "Credit Agreement");

WHEREAS, all Obligations are secured pursuant to the terms of that certain Security Agreement of even date herewith between Assignor, as Grantor, and Administrative Agent (as may be amended, modified, substituted, extended or restated from time to time, the "Security Agreement");

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

WHEREAS, it is an obligation under the Loan Documents that the Assignor execute and deliver to Administrative Agent this Agreement (as defined below); and

WHEREAS, this 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:

Agreement. This Trademark Collateral Assignment and Security Agreement, as the same may be hereafter amended, modified, substituted, extended or restated, from time to time.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property that 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 that constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks, including those listed on Schedule A attached hereto, the Trademark License Rights, all other Trademark Rights, and all Proceeds therein. Notwithstanding the foregoing or anything to the contrary provided in this Agreement, "Trademark Collateral" shall not include, and the Assignor shall not be deemed to have granted a security interest in [any Excluded Collateral (as defined in the Security Agreement)].

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of the Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor 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 Assignor 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: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) 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, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

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

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor 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 THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUME NO

OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. 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. Assignor 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Authorization to Supplement. If the Assignor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Assignor shall give notice in writing in accordance with the Security Agreement to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Assignor's obligations under this Section, the Assignor hereby agrees to modify this Agreement by executing an amendment to Schedule A to include any such new trademark rights of the Assignor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

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

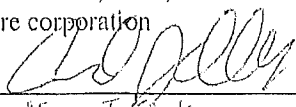
[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

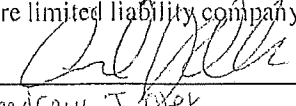
IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

"Assignor"

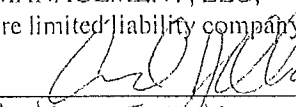
WEDDINGWIRE, INC.,
a Delaware corporation

By: 
Name: Andrew J. Odek
Title: Secretary & General Counsel

SOMETHING BLUE, LLC,
a Delaware limited liability company

By: 
Name: Andrew J. Odek
Title: Secretary & General Counsel

WWLB MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Andrew J. Odek
Title: Secretary & General Counsel

"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
Ivelin M. Dimitrov, Chief Investment Officer

SCHEDULE A

Trademarks and Trademark Applications

Registered Owner	Trademark - Country	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
WeddingWire, Inc.	EVENTWIRE - U.S.	4,147,894	May 22, 2012	Registered. Section 8 and 15 affidavits due between May 22, 2017 and May 22, 2018.
WeddingWire, Inc.	PROJECT WEDDING - U.S.	3,803,848	June 15, 2010	Registered. Section 8 and 15 affidavits due between June 15, 2015 and June 15, 2016
WeddingWire, Inc.	BRIDE'S CHOICE AWARDS - U.S.	3,856,127	October 5, 2010	Registered. Section 8 and 15 affidavits due between October 5, 2015 and October 5, 2016
WeddingWire, Inc.	WEDDINGACES - U.S.	3,639,477	June 16, 2009	Registered. Renewal due between June 16, 2018 and June 16, 2019
WeddingWire, Inc.	BRIDALBUDS - U.S.	3,639,457	June 16, 2009	Registered. Renewal due between June 16, 2018 and June 16, 2019
WeddingWire, Inc.	DIRECTMATCH - U.S.	3,638,741	June 16, 2009	Registered. Renewal due between June 16, 2018 and June 16, 2019
WeddingWire, Inc.	time to rock - U.S.	3,512,472	October 7, 2008	Registered. Renewal due between October 7, 2017 and October 7, 2018
WeddingWire, Inc.	 WeddingWireRated - U.S.	3,536,449	November 25, 2008	Registered. Renewal due between November 25, 2017 and November 25, 2018
WeddingWire, Inc.	SMARTMATCH - U.S.	3,365,304	January 8, 2008	Registered. Renewal due between January 8, 2017 and January 8, 2018
WeddingWire, Inc.	 WeddingWire - U.S.	3,316,183	October 23, 2007	Registered. Renewal due between October 23, 2016 and October 23, 2017

Registered Owner	Trademark - Country	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
WeddingWire, Inc.	WEDDINGWIRE - U.S.	3,316,175	October 23, 2007	Registered. Renewal due between October 23, 2016 and October 23, 2017
WeddingWire, Inc.	 -U.S.	4,636,405	November 11, 2014	Registered. Section 8 and 15 affidavits due between November 11, 2019 and November 11, 2020.
WeddingWire, Inc.	WEDTEAM – U.S.	4,621,043	October 14, 2014	Registered. Section 8 and 15 affidavits due between October 14, 2019 and October 14, 2020.
WeddingWire, Inc.	WEDSTYLE – U.S.	4,620,881	October 14, 2014	Registered. Section 8 and 15 affidavits due between October 14, 2019 and October 14, 2020.
WeddingWire, Inc.	COUPLES' CHOICE AWARDS – U.S.	4,616,497	October 7, 2014	Registered. Section 8 and 15 affidavits due between October 7, 2019 and October 7, 2020
WeddingWire, Inc.	BIRTHDAYWIRE – U.S.	4,391,737	August 27, 2013	Registered. Section 8 and 15 affidavits due between August 27, 2018 and August 27, 2019
WeddingWire, Inc.	PROMWIRE – U.S.	4,395,463	September 3, 2013	Registered. Section 8 and 15 affidavits due between September 3, 2018 and September 3, 2019.
WeddingWire, Inc.	MITZVAHWIRE – U.S.	4,391,735	August 27, 2013	Registered. Section 8 and 15 affidavits due between August 27, 2018 and August 27, 2019
Something Blue, LLC	WEDSOCIAL – U.S.	4,571,847	July 22, 2014	Registered. Section 8 and 15 affidavits due between July 22, 2019 and July 22, 2020
WeddingWire, Inc.	WEDDINGWIRE - Canada	TMA773, 612	August 3, 2010	Registered. Renewal due before August 3, 2025
WeddingWire, Inc.	PROJECT WEDDING - Canada	TMA808 245	October 4, 2011	Registered. Renewal due before October 4, 2026
WeddingWire, Inc.	PROJECT WEDDING - International Registration	1,056,406	October 5, 2010	Registered. Renewal due before October 5, 2020.

Registered Owner	Trademark - Country	Registration No. (App. No.)	Registration Date (App. Date)	Status/ Comments
WeddingWire, Inc.	PROJECT WEDDING - European Community	1,056,406	October 5, 2010	Grant of Protection in the European Union issued on September 27, 2011.
WeddingWire, Inc.	PROJECT WEDDING - Australia	1,056,406	October 5, 2010	Provisional refusal in Australia. Response needed before July 1, 2015
WeddingWire, Inc.	WEDDINGWIRE - International Registration	1,020,472	November 4, 2009	Registered. Renewal due before November 4, 2019. Extension of Protection granted in Australia and Great Britain (see next entries)
WeddingWire, Inc.	WEDDINGWIRE - Australia	1,020,472	November 4, 2009	Protection granted in Australia
WeddingWire, Inc.	WEDDINGWIRE - Great Britain	1,020,472	November 4, 2009	Protection granted in Great Britain
WWLB Management, LLC	LIVEBOOKS - U.S.	3,053,437	January 31, 2006	Registered.