

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent		06/21/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as successor Collateral Agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 96			
Property Type	Number	Word Mark	
Registration Number:	3014063	3 FAT CHICKS ON A DIET	
Registration Number:	4494921	ACUMATRIX	
Registration Number:	4492741	APARTMENTRATINGS.COM VERIFIED RESIDENT P	
Registration Number:	1665366	AV	
Registration Number:	4164180	AV PREEMINENT	
Registration Number:	3845040	BAYSTONE MEDIA	
Registration Number:	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT	
Registration Number:	3802277	BED & BREAKFAST INNS ONLINE	
Registration Number:	3682347		
Registration Number:	3675568		
Registration Number:	3691516	BEE TV	
Registration Number:	2406408	BUBBAJUNK	
Registration Number:	1667966	BV	
Registration Number:	4164181	BV DISTINGUISHED	
Registration Number:	2838429	CAD CLASS A DRIVERS	
Registration Number:	2587937	CAMPJOBS.COM	
Registration Number:	2643236	CARSDIRECT	
Registration Number:	2478891	CARSDIRECT.COM	

CH \$2415.00 3014063

Property Type	Number	Word Mark
Registration Number:	3668801	CHIROMATRIX
Registration Number:	4494919	CHIROMATRIX
Registration Number:	2957279	CRAFTSTER
Registration Number:	3556102	DAVE'S GARDEN
Registration Number:	2843826	DDS.COM
Registration Number:	2880066	DMD.COM
Registration Number:	4450081	DENTALMATRIX
Registration Number:	3494401	DIESEL BOMBERS
Registration Number:	2667368	DISPUTE RESOLUTION DIRECTORY
Registration Number:	2443626	DIVORCENET
Registration Number:	4426858	EDOCTORS
Registration Number:	4520002	EDOCTORS FIND. CONVERT. RETAIN.
Registration Number:	3344225	EVERYTHING VASECTOMY
Registration Number:	3775441	EXPERTHUB
Registration Number:	3770897	FAMILYCORNER.COM
Registration Number:	2850002	FINDGIFT.COM
Registration Number:	3292185	F FITDAY
Registration Number:	3154186	F FITDAY
Registration Number:	2864887	FITDAY
Registration Number:	3153845	FITDAY
Registration Number:	3222763	FITFREAK
Registration Number:	3732963	HEALTHNEWS.ORG
Registration Number:	2686888	HOTROD HOTLINE
Registration Number:	3350862	IB INTERNET BRANDS
Registration Number:	3244575	INHABITAT
Registration Number:	2826636	INNKEEPER TESTED AND GUEST APPROVED RECI
Registration Number:	4066916	INSITE
Registration Number:	2078876	ISLN
Registration Number:	3434379	JUSTMOMMIES
Registration Number:	3434380	JUSTMOMMIES
Registration Number:	2479994	KIDS' CAMPS
Registration Number:	3099935	KIDSCAMPS.COM
Registration Number:	1765356	LAWYER LOCATORS
Registration Number:	2796593	MARTINDALE.COM
Registration Number:	2057030	MARTINDALE-HUBBELL
Registration Number:	1542506	MARTINDALE-HUBBELL
Registration Number:	3804504	MARTINDALE-HUBBELL
Registration Number:	3966392	MARTINDALE-HUBBELL

Property Type	Number	Word Mark
Registration Number:	3762759	MARTINDALE-HUBBELL
Registration Number:	2989601	MARTINDALE-HUBBELL LAWYERS.COM
Registration Number:	3145147	MODEL MAYHEM
Registration Number:	4335003	MOTORHEADMEDIA.COM THE PLACE TO BUY, SEL
Registration Number:	3126546	NOLO
Registration Number:	2397522	NOLO.COM
Registration Number:	3792271	NOLO
Registration Number:	2667893	NOLO
Registration Number:	4095538	NOLO LAW FOR ALL
Registration Number:	1940628	NOLO PRESS
Registration Number:	3498053	OLDRIDE.COM
Registration Number:	4220170	ONLINE CHIRO
Registration Number:	4076067	PATENT IT YOURSELF
Registration Number:	1697156	PRACTICE PROFILES
Registration Number:	3910001	QUILTING BOARD
Registration Number:	3204063	RACINGJUNK
Registration Number:	3087511	RACINGJUNK.COM
Registration Number:	3417082	RC UNIVERSE
Registration Number:	3157836	RC UNIVERSE.COM
Registration Number:	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICE
Registration Number:	3134448	SKINCAREGUIDE
Registration Number:	3001329	SLOW TRAVEL
Registration Number:	4115535	SPROCKETLIST
Registration Number:	3665829	SOBERRECOVERY
Registration Number:	2902906	TAKE THE GUESSWORK OUT OF RESIDENT RETEN
Registration Number:	4284629	THE ONLINE PRACTICE
Registration Number:	3575376	TJOOS
Registration Number:	2864640	TURN RESEARCH INTO REVENUE
Registration Number:	3376694	VASECTOMY.COM
Registration Number:	3518611	VEIN
Registration Number:	3743388	VBULLETIN
Registration Number:	4494920	VETMATRIX
Registration Number:	3961232	VETMATRIX
Registration Number:	3682348	WEDDINGBEE
Registration Number:	3688453	WEDDINGBEE
Registration Number:	4371125	WIKITRAVEL
Registration Number:	2305114	WILLMAKER
Registration Number:	3455449	YOUR LEGAL COMPANION

Property Type	Number	Word Mark
Serial Number:	85881839	APARTMENTRATINGS VERIFIED RESIDENT PROGR
Serial Number:	86026286	IMATRIX

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.00058
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/26/2023

Total Attachments: 7

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Assignment and Assumption of First Lien Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of June 21, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch having an address of Eleven Madison Avenue, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Royal Bank of Canada, having an address of 155 Wellington Street West, 8th Floor, Toronto, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, Internet Brands, Inc., a Delaware corporation, MH Sub I, LLC, a Delaware limited liability company, Nolo, a California corporation, vBulletin Solutions, Inc., a California corporation (together, the “Grantors”), and the Assignor entered into (i) that certain Grant of Security Interest in Trademark Rights, dated as of July 8, 2014 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 11, 2014 at reel/frame 5320/0718, pursuant to that certain First Lien Security Agreement, dated as of July 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Assignor, and (ii) that certain First Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated as of June 5, 2015, as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of March 8, 2017, as amended by that certain Amendment No. 2 to First Lien Credit Agreement, dated as of September 15, 2017, as supplemented by that certain 2018 March Joinder Agreement, dated as of March 20, 2018, as supplemented and amended by that certain 2020 June Joinder Agreement and Extension Amendment, dated as of June 18, 2020, as supplemented by that certain 2020 November Joinder Agreement, dated as of November 18, 2020, as supplemented by that certain 2021 February Joinder Agreement, dated as of February 23, 2021, as supplemented by that certain 2021 November Joinder Agreement, dated as of November 30, 2021, as supplemented and amended by that certain Incremental Revolving Joinder Agreement and Extension Amendment, dated as of November 30, 2021, as amended by that certain Amendment No. 3 to First Lien Credit Agreement, dated as of August 25, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among, among others, the Borrowers, the Parents, the Assignor, as administrative agent and collateral agent, and the Lenders party thereto from time to time, pursuant to which the Assignor received from the Grantors a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks set forth on Schedule A attached hereto and made a part hereof and the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

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

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.

2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the "USPTO"). The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The execution and delivery of this Assignment and Assumption shall be deemed to include electronic signatures on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH



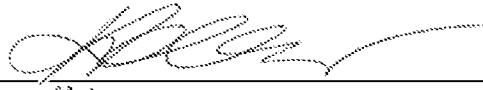
By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory



By: _____
Name: Nawshaer Safi
Title: Authorized Signatory

Accepted:

ROYAL BANK OF CANADA

By:  _____


Name: **Heiena Sadowski**

Title: **Manager, Agency**



Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel 5320 / Frame 0718

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
Internet Brands, Inc.	3014063	3 FAT CHICKS ON A DIET
MH Sub I, LLC	4494921	ACUMATRIX
Internet Brands, Inc.	4492741	APARTMENT RATINGS.COM VERIFIED RESIDENT PROGRAM
Internet Brands, Inc.	85881839	APARTMENT RATINGS VERIFIED RESIDENT PROGRAM
Internet Brands, Inc.	1665366	AV
Internet Brands, Inc.	4164180	AV PREEMINENT
MH Sub I, LLC	3845040	BAYSTONE MEDIA
Internet Brands, Inc.	2679830	BECAUSE EVERY CHILD DESERVES A SUMMER AT CAMP
Internet Brands, Inc.	3802277	BED & BREAKFAST INNS ONLINE
Internet Brands, Inc.	3,682,347	BEE Design 
Internet Brands, Inc.	3,675,568	BEEHIVE Design 
Internet Brands, Inc.	3,691,516	BEE TV
Internet Brands, Inc.	2406408	BUBBAJUNK
Internet Brands, Inc.	1667966	BV
Internet Brands, Inc.	4164181	BV DISTINGUISHED
Internet Brands, Inc.	2838429	CAD CLASS A DRIVERS and Design
Internet Brands, Inc.	2587937	CAMPJOBS.COM
Internet Brands, Inc.	2643236	CARSDIRECT
Internet Brands, Inc.	2478891	CARSDIRECT.COM
MH Sub I, LLC	3668801	CHIROMATRIX
MH Sub I, LLC	4494919	CHIROMATRIX Design ◀▶ChiroMatrix
Internet Brands, Inc.	2957279	CRAFTSTER
Internet Brands, Inc.	3556102	DAVE'S GARDEN
MH Sub I, LLC	2843826	DDS.COM
MH Sub I, LLC	2880066	DMD.COM
MH Sub I, LLC	4450081	DENTALMATRIX
Internet Brands, Inc.	3494401	DIESEL BOMBERS
Internet Brands, Inc.	2667368	DISPUTE RESOLUTION DIRECTORY
Internet Brands, Inc.	2443626	DIVORCENET
Internet Brands, Inc.	4426858	EDOCTORS
Internet Brands, Inc.	4520002	EDOCTORS FIND. CONVERT. RETAIN.

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
Internet Brands, Inc.	3344225	EVERYTHING VASECTOMY
Internet Brands, Inc.	3775441	EXPERTHUB
Internet Brands, Inc.	3770897	FAMILYCORNER.COM
Internet Brands, Inc.	2850002	FINDGIFT.COM
Internet Brands, Inc.	3292185	F FITDAY and Design
Internet Brands, Inc.	3154186	F FITDAY and Design
Internet Brands, Inc.	2864887	FITDAY
Internet Brands, Inc.	3153845	FITDAY
Internet Brands, Inc.	3222763	FITBREAK
Internet Brands, Inc.	3732963	HEALTHNEWS.ORG
Internet Brands, Inc.	2686888	HOTROD HOTLINE
Internet Brands, Inc.	3350862	IB INTERNET BRANDS and Design
MH Sub I, LLC	86026286	IMATRIX
Internet Brands, Inc.	3244575	INHABITAT
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Internet Brands, Inc.	4066916	INSITE
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Internet Brands, Inc.	3434379	JUSTMOMMIES
Internet Brands, Inc.	3434380	JUSTMOMMIES & DESIGN
Internet Brands, Inc.	2479994	KIDS' CAMPS
Internet Brands, Inc.	3099935	KIDSCAMPS.COM
Internet Brands, Inc.	1765356	LAWYER LOCATORS
Internet Brands, Inc.	2796593	MARTINDALE.COM
Internet Brands, Inc.	2057030	MARTINDALE-HUBBELL
Internet Brands, Inc.	1542506	MARTINDALE-HUBBELL
Internet Brands, Inc.	3804504	MARTINDALE-HUBBELL
Internet Brands, Inc.	3966392	MARTINDALE-HUBBELL
Internet Brands, Inc.	3762759	MARTINDALE-HUBBELL
Internet Brands, Inc.	2989601	MARTINDALE-HUBBELL LAWYERS.COM
Internet Brands, Inc.	3145147	MODEL MAYHEM
Internet Brands, Inc.	4335003	MOTORHEADMEDIA.COM (LOGO)
NOLO	3126546	NOLO (standard character mark)
NOLO	2397522	NOLO.COM (standard character mark)
NOLO	3792271	 Nolo Scales Logo
NOLO	2667893	 Nolo Scales Logo

Registered Owner/ Grantor	Registration / Appli- cation Number	Trademark
NOLO	4095538	
NOLO	1940628	NOLO PRESS (standard character mark)
Internet Brands, Inc.	3498053	OLDRIDE.COM
MH Sub I, LLC	4220170	ONLINE CHIRO
NOLO	4076067	PATENT IT YOURSELF (standard character mark)
Internet Brands, Inc.	1697156	PRACTICE PROFILES
Internet Brands, Inc.	3910001	QUILTING BOARD
Internet Brands, Inc.	3204063	RACINGJUNK
Internet Brands, Inc.	3087511	RACINGJUNK.COM
Internet Brands, Inc.	3417082	RC UNIVERSE
Internet Brands, Inc.	3157836	RC UNIVERSE.COM & DESIGN
Internet Brands, Inc.	2957504	RESIDENT RELATIONSHIP MANAGEMENT SERVICES
Internet Brands, Inc.	3134448	SKINCAREGUIDE
Internet Brands, Inc.	3001329	SLOW TRAVEL
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Internet Brands, Inc.	3575376	TJOOS
Internet Brands, Inc.	2864640	TURN RESEARCH INTO REVENUE
Internet Brands, Inc.	3376694	VASECTOMY.COM
Internet Brands, Inc.	3518611	VEIN
vBulletin Solutions, Inc.	3743388	VBULLETIN
MH Sub I, LLC	4494920	VETMATRIX
MH Sub I, LLC	3961232	VETMATRIX
Internet Brands, Inc.	3682348	WEDDINGBEE
Internet Brands, Inc.	3688453	WEDDINGBEE & Design 
Internet Brands, Inc.	4371125	WIKITRAVEL
NOLO	2305114	WILLMAKER (standard character mark)
NOLO	3455449	YOUR LEGAL COMPANION (standard character mark)