

04-10-2001



101658507

HEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

3-20-01

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/10/2001 DBYRNE 00000034 75887455

40.00 DP
150.00 BP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(213) 683-6333

Name

Josh S. Ridout, Esq.

Address (line 1)

Paul, Hastings, Janofsky & Walker, LLP

Address (line 2)

555 South Flower Street, Suite 2300

Address (line 3)

Los Angeles, California 90071

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

9

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75887455

75637580

2265733

75940852

75721354

76000195

75723375

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

16-0752

Authorization to charge additional fees:

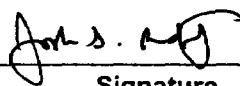
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Josh S. Ridout



March 20, 2001

Name of Person Signing

Signature

Date Signed

EXHIBIT A

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, LENDINGTREE, INC., a Delaware corporation ("Grantor"), owns the Copyrights, Patents and Trademarks (as such terms are defined in the Security Agreement referred to below) and applications for Copyrights, Patents and Trademarks listed on Schedules 1, 2 and 3, respectively, annexed hereto; and

WHEREAS, Grantor and The Union Labor Life Insurance Company, on behalf of its Separate Account P ("Lender"), are parties to a Credit Agreement dated March __, 2001 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March __, 2001 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in certain assets of Grantor including all the rights, title and interest of Grantor in, to and under all now owned and hereafter acquired Copyrights, Patents and Trademarks, including without limitation, the goodwill of the business connected with the use of and symbolized by Grantor's Copyrights, Patents and Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether presently existing or hereafter created or acquired:

(a) each Copyright and application for Copyright listed on Schedule 1 annexed hereto, together with any reissues, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by each Copyright; and

(b) each Patent and application for Patent listed on Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of and symbolized by, each such Patent; and

(c) each Trademark, and application for Trademark listed on Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Copyright, Patent or Trademark, or (b) dilution of any Trademark, or (c) injury to the goodwill associated with any such Copyright, Patent or Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Exh. A-2

LA/588859.8

TRADEMARK
REEL: 002266 FRAME: 0695

IN WITNESS WHEREOF, Grantor has caused this Copyright, Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the _____ day of March, 2001.

LENDINGTREE, INC.

By: Keith B. Hall
Name: Keith B. Hall
Title: Senior Vice President and
Chief Financial Officer

Acknowledged:

**THE UNION LABOR LIFE INSURANCE COMPANY,
ON BEHALF OF ITS SEPARATE ACCOUNT P**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ss.

On the 20th day of March, 2001 before me personally appeared Keith B. Hall, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as SVP and CFO of LendingTree, Inc. who being by me duly sworn, did depose and say that he/she is SVP and CFO of LendingTree, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Deane B. Beatty
Notary Public

{Seal}

My commission expires: August 16, 2002

IN WITNESS WHEREOF, Grantor has caused this Copyright, Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the _____ day of March, 2001.

LENDINGTREE, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

**THE UNION LABOR LIFE INSURANCE COMPANY,
ON BEHALF OF ITS SEPARATE ACCOUNT P**

By: Joseph R. Lueker
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF DISTRICT OF COLUMBIA) ss.

On the 16 day of MARCH, 2001 before me personally appeared JOSEPH UREHAN to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of _____ who being by me duly sworn, did depose and say that he/she is _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Keith Hopkins
Notary Public

{Seal}

My commission expires: Keith Hopkins
Notary Public, District of Columbia
My Commission Expires 7-14-04

COPYRIGHTS

Country	Title	Registration No.
US	Horizon	TXu595439

COPYRIGHT APPLICATIONS

None.

PATENTS

None.

PATENT APPLICATIONS

Country	Title	Application No./Filing Date
US	Method and Computer Network for Coordinating a Loan Over the Internet	09/075,136 05/08/98
PCT	Method and Computer Network for Coordinating a Loan Over the Internet	US99/19144 05/07/99
US	On-Line Personal Mortgage Optimization System	09/717,921 11/21/00

TRADEMARKS

Country	Title	Application No./ Filing Date	Registration No./ Registration Date
US	LENDINGTREE	75/430,648 02/09/98	2,265,733 07/27/99

TRADEMARK APPLICATIONS

LendingTree, Inc.:

Country	Title	Application No./Filing Date
US	WHEN BANKS COMPETE, YOU WIN	75/887,455 01/05/00
US	MISCELLANEOUS DESIGN (LendingTree Logo)	75/940,852 03/10/00
Community Trademark	MISCELLANEOUS DESIGN (LendingTree Logo)	08/17/00
US	LEND-X	76/000,195 03/15/00
Community Trademark	LEND-X	1811520 08/16/00
US	ICLOSE (This Trademark Application is being abandoned and the Lend-X trademark will be used in its stead)	75/637,580 02/10/99
US	HOMESPACE	75/721354 06/04/99
US	HOMESPACE.COM	75/723,375 06/07/99

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LIB: CH