

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Community Connect Inc.		03/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as collateral agent
<b>Street Address:</b>	One Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3441762	A ASIAN AVE
Registration Number:	3446174	A ASIANAVE.COM
Registration Number:	3577319	A ASIANAVE.COM
Registration Number:	3587670	ASIANAVE.COM
Registration Number:	2533436	B
Registration Number:	3306363	B
Registration Number:	3297127	BLACKPLANET.COM
Registration Number:	2539092	BLACKPLANET.COM
Registration Number:	3550308	C COMMUNITY CONNECT
Registration Number:	3546964	COMMUNITY CONNECT
Registration Number:	3419509	FAITHBASE
Registration Number:	3583889	FAITHBASE.COM
Registration Number:	3581116	FAITHBASE.COM
Registration Number:	3445985	GLEE GAY. LESBIAN. & EVERYONE ELSE.

OP \$565.00 3441762

Registration Number:	3589197	GLEE.COM
Registration Number:	3048516	MG
Registration Number:	2895458	MG MIGENTE.COM
Registration Number:	3297126	MG MIGENTE.COM
Registration Number:	2895456	MIGENTE.COM
Registration Number:	3297125	MIGENTE.COM
Registration Number:	2516415	THE WORLD IS YOURS
Registration Number:	3528211	YOUR.ONLINE.SOCIAL.ALTERNATIVE.

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
Correspondent Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0585
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/19/2011

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Community Connect Inc., a Delaware corporation with principal offices at 850 Third Avenue, 3rd Floor, New York, New York 10022 (the "Grantor"), hereby grants to Credit Suisse AG, as Collateral Agent, with principal offices at One Madison Avenue, New York, New York, 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 31, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks (and the goodwill of the businesses with which the Marks are associated) shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO

COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
31<sup>st</sup> day of March, 2011.

Community Connect Inc., Grantor

By: 

Name: Peter D. Thompson  
Title: Vice President and Chief  
Financial Officer

*Signature Page to Grant of Security Interest in United States Trademarks*

TRADEMARK  
REEL: 004524 FRAME: 0662

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Collateral Agent and Grantee,




By:   
Name: DOREEN BARR  
Title: DIRECTOR

By:   
Name: Rahul Parmar  
Title: Associate

SCHEDULE A

TRADEMARK	JURISDICTION	REG./ APPL. NO.	REG./APPL N. DATE	OWNER
A ASIAN AVE & Design 	United States	3441762	6/3/2008	Community Connect Inc.
A ASIANAVE.COM & Design 	United States	3446174	6/10/2008	Community Connect Inc.
A ASIANAVE.COM & Design 	United States	3577319	2/17/2009	Community Connect Inc.
ASIANAVE.COM	United States	3587670	3/10/2009	Community Connect Inc.
B & Design 	United States	2533436	1/29/2002	Community Connect Inc.
B & Design 	United States	3306363	10/9/2007	Community Connect Inc.
BLACKPLANET.COM	United States	3297127	9/25/2007	Community Connect Inc.
BLACKPLANET.COM	United States	2539092	2/19/2002	Community Connect Inc.
C COMMUNITY CONNECT & Design 	United States	3550308	12/23/2008	Community Connect Inc.
COMMUNITY CONNECT	United States	3546964	12/16/2008	Community Connect Inc.
FAITHBASE & Design 	United States	3419509	4/29/2008	Community Connect Inc.
FAITHBASE.COM	United States	3583889	3/3/2009	Community Connect Inc.
FAITHBASE.COM & Design 	United States	3581116	2/24/2009	Community Connect Inc.
GLEE GAY, LESBIAN, & EVERYONE ELSE. & Design 	United States	3445985	6/10/2008	Community Connect Inc.
GLEE.COM	United States	3589197	3/10/2009	Community Connect Inc.



TRADEMARK	JURISDICTION	REG./ APPLN. NO.	REG./APPL N. DATE	OWNER
MG & Design 	United States	3048516	1/24/2006	Community Connect Inc.
MG MIGENTE.COM & Design 	United States	2895458	10/19/2004	Community Connect Inc.
MG MIGENTE.COM & Design 	United States	3297126	9/25/2007	Community Connect Inc.
MIGENTE.COM	United States	2895456	10/19/2004	Community Connect Inc.
MIGENTE.COM	United States	3297125	9/25/2007	Community Connect Inc.
THE WORLD IS YOURS	United States	2516415	12/11/2001	Community Connect Inc.
YOUR.ONLINE.SOCIAL ALTERNATIVE	United States	3528211	11/4/2008	Community Connect Inc.