

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
Zillow, Inc.		04/30/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85255253	VYOO.IT
Serial Number:	85255251	VYOO.IT
Serial Number:	85501570	DSIDXPRESS
Serial Number:	85464019	ZILLOW
Serial Number:	85466533	
Serial Number:	85466551	
Serial Number:	85466545	
Serial Number:	85466542	
Serial Number:	85178393	DUELING DIGS
Serial Number:	85141357	MAKE ME MOVE
Serial Number:	85466549	
Serial Number:	85466526	DIVERSE SOLUTIONS
Serial Number:	85466517	DIVERSE SOLUTIONS
Serial Number:	85466512	DIVERSE SOLUTIONS

CH \$840.00 85255253

Serial Number:	85466509	DIVERSE SOLUTIONS
Serial Number:	85466506	DIVERSE SOLUTIONS
Serial Number:	78977353	ZILLOW
Serial Number:	78976968	ZILLOW.COM
Serial Number:	78722639	Z
Serial Number:	78722635	Z
Serial Number:	78722629	Z
Serial Number:	78722625	Z
Serial Number:	78718717	ZINDEX
Serial Number:	78718699	ZINDEX
Serial Number:	78718690	ZESTIMATE
Serial Number:	78589658	ZILLOW.COM
Serial Number:	78589650	ZILLOW
Serial Number:	78589645	ZILLOW.COM
Serial Number:	78589639	ZILLOW.COM
Serial Number:	78491858	ZILLOW.COM
Serial Number:	77330399	VIRTUAL SOLD SIGN
Serial Number:	77021109	MAKE ME MOVE
Serial Number:	77021107	MAKE ME MOVE

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-638-6730
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attention: Susan Reynolds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-299
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	05/07/2012

Total Attachments: 5
source=ISPA#page1.tif

TRADEMARK
REEL: 004774 FRAME: 0842

source=ISPA#page2.tif
source=ISPA#page3.tif
source=ISPA#page4.tif
source=ISPA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ZILLOW, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ZILLOW, INC.

1301 Second Avenue, Suite 3100
Seattle WA 98101

By: 

Title: CFO

Attn: Chad Cohen

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 

Title: Relationship Manager

Attn: Nick Christian

ZILLOW, INC.

By:

SILICON VALLEY BANK

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Automatically determining a current value for a home	11347000	2/3/06
Online real estate auctions	11378620	3/17/06
Interactive floorplan viewer	11384009	3/17/06
Collecting and representing home attributes	11524047	9/19/06
Automatically determining a current value for a real estate property, such as a home, that is tailored to input from a human user, such as its owner	11524048	9/19/06
Techniques for accurately synchronizing portions of an aerial image with composited visual information	7415356	8/19/08
Automatically determining a current value for a real estate property, such as a home, that is tailored to input from a human user, such as its owner	7970674	6/28/11
Automatically performing varying levels of summarization of geographic data points in response to a user's selection of zoom level	8095434	1/10/12
Automatically determining a current value for a home	8140421	3/20/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VYOO.IT	85255253	3/2/11
VYOO.IT	85255251	3/2/11
dsIDXpress	85501570	12/21/11
ZILLOW	85464019	11/3/11
Design	85466533	11/7/11
Design	85466551	11/7/11
Design	85466545	11/7/11
Design	85466542	11/7/11
DUELING DIGS	85178393	11/16/10
MAKE ME MOVE	85141357	9/29/10
Design	85466549	11/7/11
DIVERSE SOLUTIONS	85466526	11/7/11
DIVERSE SOLUTIONS	85466517	11/7/11
DIVERSE SOLUTIONS	85466512	11/7/11
DIVERSE SOLUTIONS	85466509	11/7/11
DIVERSE SOLUTIONS	85466506	11/7/11
ZILLOW	78977353	3/17/05
ZILLOW.COM	78976968	3/17/05
Z	78722639	9/28/05
Z	78722635	9/28/05
Z	78722629	9/28/05
Z	78722625	9/28/05
ZINDEX	78718717	9/22/05
ZINDEX	78718699	9/22/05
ZESTIMATE	78718690	9/22/05
ZILLOW.COM	78589658	3/17/05
ZILLOW	78589650	3/17/05
ZILLOW.COM	78589645	3/17/05
ZILLOW.COM	78589639	3/17/05
ZILLOW.COM	78491858	9/29/04
VIRTUAL SOLD SIGN	77330399	11/15/07
MAKE ME MOVE	77021109	10/13/06
MAKE ME MOVE	77021107	10/13/06