

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intersections Inc.		04/20/2017	Corporation: DELAWARE
IISI Insurance Services Inc.		04/20/2017	Corporation: ILLINOIS
Intersections Enterprises Inc.		04/20/2017	Corporation: DELAWARE
Intersections Holdings Inc.		04/20/2017	Corporation: DELAWARE
I4C Innovations LLC		04/20/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Peak6 Investments, L.P., as Administrative Agent
Street Address:	141 W. Jackson Blvd., Suite 500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	6060
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Serial Number:	78539252	ADVANTAGECARE PLUS
Serial Number:	86907220	BETTER DATA DRIVES BETTER MEDICINE
Serial Number:	77783039	BREACHREADINESS INTERSECTIONS BUSINESS S
Serial Number:	78733245	CREDIT ESSENTIALS
Serial Number:	86089296	CREDIT MONITORING 123
Serial Number:	76179588	CREDIT OBSERVER
Serial Number:	75256293	CREDITCOMPARE
Serial Number:	75662408	CREDITNOTIFY
Serial Number:	75520573	CREDITPROTECT
Serial Number:	78928768	CREDITPROTECTX3
Serial Number:	86135151	
Serial Number:	86677355	
Serial Number:	86283601	
Serial Number:	86817861	
Serial Number:	86976971	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77131695	EXTRA CAUTION
Serial Number:	86464912	FAST CONNECT
Serial Number:	78890267	FINANCIAL INSIDER NETWORK
Serial Number:	86834477	FINANCIAL INSIDER NETWORK PREMIER
Serial Number:	87244143	I
Serial Number:	86817843	FITS LIKE A COLLAR, BUT ACTS SMARTER
Serial Number:	86157175	GIVE YOUR DOG A VOYCE
Serial Number:	86977322	GIVE YOUR DOG A VOYCE
Serial Number:	77976053	GOOD START
Serial Number:	77086704	GOOD START
Serial Number:	86818095	HER EYES SAY SO MUCH BUT HER VOYCE SAYS
Serial Number:	86818075	HIS EYES SAY SO MUCH BUT HIS VOYCE SAYS
Serial Number:	86148558	I
Serial Number:	85875718	I
Serial Number:	77976135	I
Serial Number:	77911077	I
Serial Number:	85110814	I
Serial Number:	77976134	I IDENTITY GUARD
Serial Number:	85904627	I4C INNOVATIONS
Serial Number:	85873700	I4C INNOVATIONS INC.
Serial Number:	85129642	IDCHECKUP
Serial Number:	85138964	ID INSIDER
Serial Number:	78734501	ID RISK ASSESSMENT
Serial Number:	86403809	ID VAULT
Serial Number:	86148575	IDENTITY GUARD
Serial Number:	85340441	IDENTITY GUARD
Serial Number:	77230204	IDENTITY GUARD
Serial Number:	75828527	IDENTITY GUARD
Serial Number:	78700063	IDENTITY GUARD
Serial Number:	77106294	IDENTITY GUARD
Serial Number:	78702238	IDENTITY GUARD
Serial Number:	77908022	IDENTITY GUARD BASIC PROTECTION
Serial Number:	86804007	IDENTITY GUARD ESSENTIALS
Serial Number:	78601697	IDTHEFT PROTECT
Serial Number:	75828335	INTERSECTIONS
Serial Number:	85104259	INTERSECTIONS INC.
Serial Number:	78722105	INTERSECTIONS INC.
Serial Number:	85293926	KID SURE

Property Type	Number	Word Mark
Serial Number:	77908065	MAKING IT OKAY TO TRUST AGAIN
Serial Number:	85589931	MONITOR
Serial Number:	86976970	MYDOGSVOYCE.COM
Serial Number:	78712666	NOTIFY EXPRESS
Serial Number:	86298834	P
Serial Number:	86298807	P PRIVACY NOW!
Serial Number:	85876366	PETSTRENGTH
Serial Number:	85876376	PETSTRENGTH INSURANCE
Serial Number:	78741939	PHN PREFERRED HOME NETWORK
Serial Number:	78741917	PREFERRED HOME NETWORK
Serial Number:	78539254	PRIVACY ADVANTAGE
Serial Number:	85895458	PRIVACY ADVANTAGE
Serial Number:	76157022	PRIVACY ESSENTIALS
Serial Number:	86291918	PRIVACY NOW
Serial Number:	77232746	PRIVACYPROTECT
Serial Number:	85983595	PROTECT
Serial Number:	85589914	RECOVER
Serial Number:	86136106	SAFECONNEX
Serial Number:	85215737	SCORECHECK
Serial Number:	85234546	SCORECHECK
Serial Number:	85110805	THE DAILY SHIELD
Serial Number:	87041132	THE HEALTH MONITOR THAT EMPOWERS YOU TO
Serial Number:	86977054	THE VOYCE EXPERIENCE
Serial Number:	86826341	THE VOYCE HEALTH MONITOR
Serial Number:	77908047	TOTAL PROTECTION
Serial Number:	86977336	UNDERSTAND YOUR DOG LIKE NEVER BEFORE
Serial Number:	85679094	UNPARALLELED EXPERIENCE. TRUSTED PROTECT
Serial Number:	86036325	VOYCE
Serial Number:	86977496	VOYCE
Serial Number:	86976865	VOYCE ACTIVATED
Serial Number:	86135160	VOYCE
Serial Number:	86977434	VOYCE
Serial Number:	86180058	VOYCE
Serial Number:	86821022	VOYCE PRO
Serial Number:	86815287	VOYCE PRO
Serial Number:	86822897	VOYCE PRO
Serial Number:	86816490	VOYCE PRO
Serial Number:	86823199	VOYCE PRO

Property Type	Number	Word Mark
Serial Number:	86817975	VOYCE PRO
Serial Number:	86819579	VOYCE PRO THE WELLNESS MONITORING PROGRA
Serial Number:	86818130	VOYCE THE HEALTH AND WELLNESS MANAGEMENT
Serial Number:	86157165	VOYCEALERT
Serial Number:	87081923	V VOYCE
Serial Number:	87081939	V VOYCE
Serial Number:	87081982	V VOYCE PRO
Serial Number:	87082001	V VOYCE PRO
Serial Number:	77086721	WATCHFUL EYE
Serial Number:	78721588	YOUR CREDIT. YOUR IDENTITY. THEY'RE YOUR
Serial Number:	85976666	YOUR IDENTITY IS COUNTING ON YOU

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 50383-10010

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/10/2017

Total Attachments: 30

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2017, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each Person that becomes a "Grantor" hereunder pursuant to the terms of Section 15 hereof (each such Person together with the Borrowers, collectively, the "Grantors" and each individually, a "Grantor"), and (c) PEAK6 Investments, L.P., as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), is entered into in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) the other Credit Parties from time to time party thereto, (iii) the Administrative Agent, and (iv) the lenders from time to time party thereto (collectively, the "Term Lenders"), pursuant to which the Term Lenders have agreed to make Term Loans to the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, the obligations of the Term Lenders to make Term Loans are conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Administrative Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

"Additional Grantor" shall have the meaning assigned to such term in Section 15 hereof.

"Administrative Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

“Agreement” shall have the meaning assigned to such term in the preamble of this Agreement.

“Borrower” and “Borrowers” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights in each work of authorship of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyright registrations and copyright applications listed on Exhibit A annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other governmental agency which may hereafter perform its or similar functions.

“Credit Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such term in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“IP Security Agreement Supplement” shall have the meaning assigned to such term in Section 15 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Material License” shall mean a License that provides for obligations that are material to and enforceable against the Grantor, or rights that are material to the Grantor and enforceable by the Grantor against one or more other parties to the License, in each case whether or not subject to conditions such that if the Grantor were required to file Form 8-K pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934 the Grantor would determine that the License would be identified as a “material definitive agreement”.

“Patents” shall mean all patents and applications for patents of any Grantor, and the associated rights in any inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the patents and patent applications listed on Exhibit A annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other governmental agency which may hereafter perform its or similar functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement).

“Security Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Term Lenders” shall have the meaning assigned to such term in the recitals of this Agreement. As of the Closing Date, PEAK6 Investments, L.P. is the only Term Lender.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered (although only to the maximum extent of the law for any intent-to-use applications), including, without limitation, the trademark registrations and trademark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights
- (b) All Copyright Licenses;
- (c) All Patents
- (d) All Patent Licenses;
- (e) All Trademarks
- (f) All Trademark Licenses;
- (g) All renewals of any of the foregoing;

(h) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(i) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(j) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

(k) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the term "IP Collateral" shall not include (a) any intent-to-use trademark application prior to the filing of and acceptance of a "Statement of Use" or "Amendment to Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity of enforceability of such intent-to-use trademark application under applicable federal law, (b) any rights or interests in any contract, lease, license, charter or license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law, (ii) to limit, impair or otherwise affect the Secured Parties' continuing security interests in any liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition, (c) the "Bralab," "Eudoo" and "Habits at Work" trademarks (application numbers 86368859, 86652874 and 866667838, respectively) owned by IISI unless that certain purchase agreement consummating the sale of such trademarks by IISI is terminated or the closing of such sale does not occur by June 30, 2017, in each case as determined by the Administrative Agent in its sole discretion, or (d) any other Excluded Property (as defined in the Security Agreement) not otherwise listed in this paragraph.

SECTION 3. Protection of Intellectual Property and Material Licenses by Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (c), and (e) which are material to the conduct of the business of the Grantors in the ordinary course (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Except as set forth below in this Section 3, each of the Grantors shall pay all renewal fees and other fees and costs associated with maintaining the Material Licenses and take all other reasonable and necessary steps to maintain each of the Material Licenses.

Notwithstanding the foregoing, so long as (i) no Event of Default has occurred and is continuing or (ii) no Material Adverse Effect would result therefrom:

(a) no Grantor shall have an obligation to use or to maintain any Intellectual Property (x) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement and

(b) no Grantor shall have an obligation to use or to maintain any Material License (x) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (y) that has been replaced with a Material License substantially similar to the Material License that has expired or been terminated, so long as such replacement Material License is subject to the lien created by this Agreement.

SECTION 4. Grantors' Representations and Warranties. Each of the Grantors represent and warrant that:

(a) Exhibit A contains a true, correct and complete list of all copyright registrations and copyright applications for registration owned by such Grantor as of the date hereof.

(b) Exhibit A contains a true, correct and complete list of all patents and patent applications for registration owned by such Grantor as of the date hereof.

(c) Exhibit A contains a true, correct and complete list of all trademark and service mark registrations and trademark and service mark applications for registration owned by such Grantor as of the date hereof.

(d) Exhibit A contains a true, correct and complete list of all Material Licenses as of the date hereof.

(e) Except as set forth in Exhibit A, none of the Intellectual Property is the subject of any Material License or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(f) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Administrative Agent.

(g) Such Grantor owns, or is licensed to use, all Intellectual Property or Material Licenses necessary for the conduct of its business as currently conducted. No written claim has been asserted and is pending by any Person challenging the validity or effectiveness of any of its Intellectual Property or Material Licenses nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Documents. No Grantor has actual knowledge that the use by such Grantor of the Intellectual Property or Material Licenses infringes the rights of any Person in any material respect. Except as set forth in the Loan Documents, no holding, decision or judgment that has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property or Material Licenses in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(h) Such Grantor hereby authorizes the Borrower Representative to give the Administrative Agent written notice (with reasonable detail) semi-annually, and in any event not later than the respective dates established in Sections 6.04(a) and 6.04(b) of the Credit Agreement for the delivery of financial statements for the second quarter and fiscal year end of such semi-annual period, and otherwise from time to time at the Administrative Agent's request, of the occurrence of any of the following during the six month period preceding such delivery:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any additional registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or cancelled or subject to an administrative proceeding (including, without limitation, the institution of any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i) and (ii) of Section 4(h), above, and to Material Licenses all of which shall be deemed to be and treated as “Intellectual Property” or Material License, as applicable, within the meaning of this Agreement other than items expressly excluded from the definition of “IP Collateral”. Each Grantor authorizes the Borrower Representative to give the Administrative Agent an updated Exhibit A to this Agreement semi-annually, and in any event not later than the respective dates established in Sections 6.04(a) and 6.04(b) of the Credit Agreement for the delivery of financial statements for the second quarter and fiscal year end of such semi-annual period identifying any additional Intellectual Property acquired by a Grantor during the six-month period preceding such delivery. Each Grantor hereby authorizes the Administrative Agent to file, at such Grantor’s expense, such updated Exhibit as set forth in Section 5(b) for any acquisition of any additional Intellectual Property set forth on such updated Exhibit A.

(b) Upon the reasonable request of the Administrative Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent’s security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Administrative Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Administrative Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors’ Rights to Enforce Intellectual Property. Unless an Event of Default shall exist, the Grantors shall have the right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors first provide the Administrative Agent with prior written notice of the institution of any legal proceedings by the Grantors for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) or a suit with respect to a Material License shall constitute IP Collateral to the extent not otherwise expressly excluded from the definition thereof.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to the Grantors, may terminate or limit the Grantor’s rights under this Section 6.

SECTION 7. Administrative Agent’s Actions to Protect Intellectual Property. In the event of:

(a) any Grantor's failure, within twenty (20) days of written notice from the Administrative Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Administrative Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Administrative Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property or a Material License, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property or a Material License, subject to applicable Law. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and is continuing and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9. Administrative Agent as Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity and during such time the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the other Secured Parties:

(i) To supplement and amend from time to time Exhibit A of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents and papers as the Administrative Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer or other disposition of the Intellectual Property or a Material License.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act.

SECTION 10. Administrative Agent's Rights.

(a) Any use by the Administrative Agent of the Intellectual Property or a Material License, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Intellectual Property or a Material License, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) all of the commitments shall have expired or been terminated and (ii) the principal of and interest on each Term Loan and all fees and other Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) shall have been paid in full in cash, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor or any other Credit Party. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13

shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

SECTION 14. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401 AND §5-1402)).

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO EACH IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY TERM LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER, THE OTHER CREDIT PARTIES SIGNATORY HERETO OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS

AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15. Additional Grantors. If, at the option of the Borrowers or as required pursuant to Section 6.11 of the Credit Agreement, a Person that is not a Grantor is required to become a Grantor hereunder (such person, an “Additional Grantor”), such Person shall execute a joinder agreement in the form of Exhibit B (an “IP Security Agreement Supplement”), and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor’s execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the Closing Date, and the Administrative Agent, for itself and for the benefit of the Secured Parties, shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.


SECTION 16. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01 of the Credit Agreement, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow]


IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


INTERSECTIONS INC., a Delaware corporation

By: 
Name: Ronald L. Barden
Title: Chief Financial Officer


ISI INSURANCE SERVICES INC., an Illinois corporation

By: 
Name: Ronald L. Barden
Title: Chief Financial Officer


INTERSECTIONS ENTERPRISES INC., a Delaware corporation

By: 
Name: Ronald L. Barden
Title: Chief Financial Officer

INTERSECTIONS HOLDINGS INC., a Delaware corporation

By: 
Name: Ronald L. Barden
Title: Chief Financial Officer

I4C INNOVATIONS LLC, a Delaware limited liability company

By: 
Name: Ronald L. Barden
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

PEAK6 INVESTMENTS, L.P., a Delaware
limited partnership

By: 

Name: Jay Coppoletta

Title: Chief Corporate Development & Legal
Officer

SCHEDULE I

Borrowers

Intersections Inc.
IISI Insurance Services Inc.
Intersections Enterprises Inc.
Intersections Holdings Inc.
i4c Innovations LLC

IP SECURITY AGREEMENT EXHIBIT A
Intellectual Property

TRADEMARK REGISTRATIONS/APPLICATIONS

(see attached).

COPYRIGHTS

(see attached).

PATENTS

(see attached).

MATERIAL LICENSES

(see attached).

Attachment to IP Security Agreement Exhibit A

Copyrights

U.S. Copyrights

Claimant	Title	PUB DATE	REG NO	REG DATE
Intersections Inc.	Bankrupt at Birth	12-Aug-04	TX0007769389	25-Apr-13

Trademarks

U.S. Trademarks

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
IISI Insurance Services Inc.	ADVANTAGECARE PLUS	78539252	28-Dec-04	3274229	7-Aug-07
i4c Innovations Inc.	BETTER DATA DRIVES BETTER MEDICINE	015724041	4-Aug-16		
i4c Innovations Inc.	BETTER DATA DRIVES BETTER MEDICINE	UK00003178368	4-Aug-16		
i4c Innovations Inc.	BETTER DATA DRIVES BETTER MEDICINE	86907220	13-Feb-16	4418790	15-Oct-13
Intersections Inc.	BREACHREADINESS INTERSECTIONS BUSINESS SERVICES & Design	77783039	16-Jul-09	4418790	15-Oct-13
Intersections Inc.	CREDIT ESSENTIALS	78733245	14-Oct-05	3212600	27-Feb-07
Intersections Inc.	CREDIT MONITORING and 123 Design	86089296	11-Oct-13		
Intersections Inc.	CREDIT OBSERVER	76179588	12-Dec-00	3204234	30-Jan-07
Intersections Inc.	CREDITCOMPARE	75256293	12-Mar-97	2138993	24-Feb-98
Intersections Inc.	CREDITNOTIFY	75662408	17-Mar-99	2675827	21-Jan-03
Intersections Inc.	CREDITPROTECT	75520573	17-Jul-98	2379962	22-Aug-00
Intersections Inc.	CREDITPROTECTX3	78928768	13-Jul-06	3712121	17-Nov-09
i4c Innovations Inc.	Dog Design	86135151	4-Dec-13	4910179	1-Mar-16
i4c Innovations Inc.	Dog Design	86677355	29-Jun-15	4895371	02-Feb-2016
i4c Innovations Inc.	Dog Design (color)	86283601	16-May-14		
i4c Innovations Inc.	Dog Design (color)	86817861	12-Nov-15	5020881	16-Aug-16
i4c Innovations Inc.	Dog Design (color)	86976971	16-May-14	4829064	6-Oct-15
Intersections Inc.	EXTRA CAUTION	77131695	15-Mar-07	3528261	4-Nov-08
Intersections Inc.	FAST CONNECT	86464912	25-Nov-14		
IISI Insurance Services Inc.	FINANCIAL INSIDER NETWORK	78890267	23-May-06	3244463	22-May-07
IISI Insurance Services Inc.	FINANCIAL INSIDER NETWORK PREMIER	86834477	30-Nov-15		
Intersections Inc.	Fish with I & Shield Design	87244143	21-Nov-16		

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
i4c Innovations Inc.	FITS LIKE A COLLAR, BUT ACTS SMARTER	86817843	12-Nov-15	4993003	5-Jul-16
i4c Innovations Inc.	GIVE YOUR DOG A VOYCE	86157175	3-Jan-14	4937224	12-Apr-16
i4c Innovations Inc.	GIVE YOUR DOG A VOYCE	86977322	3-Jan-14	4843017	27-Oct-15
Intersections Inc.	GOOD START	77976053	19-Jan-07	3544982	9-Dec-08
Intersections Inc.	GOOD START	77086704	19-Jan-07	3832276	10-Aug-10
i4c Innovations Inc.	HER EYES SAY SO MUCH BUT HER VOYCE SAYS IT ALL	86818095	12-Nov-15		
i4c Innovations Inc.	HIS EYES SAY SO MUCH BUT HIS VOYCE SAYS IT ALL	86818075	12-Nov-15		
Intersections Inc.	I and Design	86148558	19-Dec-13		
Intersections Inc.	I and Design	85875718	14-Mar-13	4639302	18-Nov-14
Intersections Inc.	I and Design (COLOR)	77976135	18-Mar-08	3616040	5-May-09
Intersections Inc.	I and Globe with Shield Design	77911077	13-Jan-10	3885203	7-Dec-10
Intersections Inc.	I and SHIELD DESIGN	85110814	18-Aug-10	4001376	26-Jul-11
Intersections Inc.	I IDENTITY GUARD and Design	77976134	18-Mar-08	3616039	5-May-09
i4c Innovations Inc.	I4C INNOVATIONS and Design (Black)	85904627	15-Apr-13	4956204	10-May-16
i4c Innovations Inc.	I4C INNOVATIONS INC.	85873700	12-Mar-13	4927824	26-Mar-16
Intersections Inc.	ID CHECKUP and Design	85129642	14-Sep-10	4427309	5-Nov-13
Intersections Inc.	ID INSIDER and Design	85138964	27-Sep-10	4008664	9-Aug-11
Intersections Inc.	ID RISK ASSESSMENT	78734501	17-Oct-05	3257272	26-Jun-07
Intersections Inc.	ID VAULT	86403809	23-Sep-14	4853875	17-Nov-15
Intersections Inc.	IDENTITY GUARD	86148575	19-Dec-13		
Intersections Inc.	IDENTITY GUARD	85340441	7-Jun-11	4361837	2-Jul-13
Intersections Inc.	IDENTITY GUARD	77230204	16-Jul-07	3548896	23-Dec-08
Intersections Inc.	IDENTITY GUARD	75828527	21-Oct-99	2689654	25-Feb-03
Intersections Inc.	IDENTITY GUARD	78700063	25-Aug-05	3297288	25-Sep-07
Intersections Inc.	IDENTITY GUARD	77106294	13-Feb-07	3715697	24-Nov-09
Intersections Inc.	IDENTITY GUARD and Design	78702238	29-Aug-05	3297290	25-Sep-07

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
Intersections Inc.	IDENTITY GUARD BASIC PROTECTION	77908022	8-Jan-10	4161626	19-Jun-12
Intersections Inc.	IDENTITY GUARD ESSENTIALS	86804007	29-Oct-15	5006411	26-Jul-16
Intersections Inc.	IDTHEFT PROTECT	78601697	5-Apr-05	3674490	25-Aug-09
Intersections Inc.	INTERSECTIONS	75828335	21-Oct-99	2640186	22-Oct-02
Intersections Inc.	INTERSECTIONS INC.	85104259	10-Aug-10	4423698	29-Oct-13
Intersections Inc.	INTERSECTIONS INC. and Design	78722105	28-Sep-05	3226859	10-Apr-07
Intersections Inc.	KID SURE	85293926	13-Apr-11	4176734	17-Jul-12
Intersections Inc.	MAKING IT OKAY TO TRUST AGAIN	77908065	8-Jan-10	3902895	11-Jan-11
Intersections Inc.	MONITOR and Design	85589931	5-Apr-12	4511317	8-Apr-14
i4c Innovations Inc.	MYDOGSVOYCE.COM	86976970	10May-14	4829063	6-Oct-15
Intersections Inc.	NOTIFY EXPRESS	78712666	14-Sep-05	3224159	3-Apr-07
Intersections Inc.	P and Shield Design (color)	86298834	3-Jun-14		
Intersections Inc.	P PRIVACY NOW! and Design	86298807	3-Jun-14		
IISI Insurance Services Inc.	PETSTRENGTH	85876366	14-Mar-13	4641879	18-Nov-14
IISI Insurance Services Inc.	PETSTRENGTH INSURANCE and Design	85876376	14-Mar-13	4689200	17-Feb-15
IISI Insurance Services Inc.	PHN PREFERRED HOME NETWORK and Design	78741939	27-Oct-05	3370433	15-Jan-08
IISI Insurance Services Inc.	PREFERRED HOME NETWORK	78741917	27-Oct-05	3422865	6-May-08
IISI Insurance Services Inc.	PRIVACY ADVANTAGE	78539254	28-Dec-04	3116268	18-Jul-06
Intersections Inc.	PRIVACY ADVANTAGE	85895458	4-Apr-13	4881926	05-Jan-16
Intersections Inc.	PRIVACY ESSENTIALS	76157022	30-Oct-00	2989894	30-Aug-05
Intersections Inc.	PRIVACY NOW	86291918	27-May-14	5166761	21-Mar-2017
Intersections Inc.	PRIVACYPROTECT	77232746	18-Jul-07	3513655	7-Oct-08
Intersections Inc.	PROTECT and Design	85983595	5-Apr-12	4708937	24-Mar-15
Intersections Inc.	RECOVER and Design	85589914	5-Apr-12	4511316	8-Apr-14
Intersections Inc.	SAFECONNEX	86136106	5-Dec-13	4717511	7-Apr-15
Intersections Inc.	SCORECHECK	85215737	12-Jan-11	4126515	10-Apr-12

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
Intersections Inc.	SCORECHECK and Design	85234546	4-Feb-11	4126645	10-Apr-12
Intersections Inc.	THE DAILY SHIELD	85110805	18-Aug-10	3996477	19-Jul-11
i4c Innovations Inc.	THE HEALTH MONITOR THAT EMPOWERS YOU TO KNOW MORE AND ACT SOONER	87041132	18-May-16		
i4c Innovations Inc.	THE VOYCE EXPERIENCE	86977054	20-Mar-14	4833795	13-Oct-15
i4c Innovations Inc.	THE VOYCE HEALTH MONITOR	86826341	19-Nov-15		
Intersections Inc.	TOTAL PROTECTION	77908047	8-Jan-10	4039910	11-Oct-11
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	86977336	13-Aug-13	4887023	12-Jan-16
Intersections Inc.	UNPARALLELED EXPERIENCE. TRUSTED PROTECTION. OUTSTANDING SERVICE.	85679094	17-Jul-12	4459830	31-Dec-13
i4c Innovations Inc.	VOYCE	86036325	13-Aug-13		
i4c Innovations Inc.	VOYCE	86977496	13-Aug-13	4868501	8-Dec-15
i4c Innovations Inc.	VOYCE ACTIVATED	86976865	5-Jan-14	4814908	15-Sep-15
i4c Innovations Inc.	VOYCE and Dog Design	86135160	4-Dec-13		
i4c Innovations Inc.	VOYCE and Dog Design	86977434	4-Dec-13	4852845	10-Nov-15
i4c Innovations Inc.	VOYCE and Dog Design	86180058	30-Jan-14	4769687	7-Jul-15
i4c Innovations Inc.	VOYCE PRO	86821022	16-Nov-15		
i4c Innovations Inc.	VOYCE PRO	86815287	10-Nov-15		
i4c Innovations Inc.	VOYCE PRO & Design	86822897	17-Nov-15		
i4c Innovations Inc.	VOYCE PRO & Design	86816490	11-Nov-15		
i4c Innovations Inc.	VOYCE PRO & Design (Color)	86823199	17-Nov-15		
i4c Innovations Inc.	VOYCE PRO & Design (Color)	86817975	12-Nov-15		
i4c Innovations Inc.	VOYCE PRO THE WELLNESS MONITORING PROGRAM	86819579	13-Nov-15		
i4c Innovations Inc.	VOYCE THE HEALTH AND WELLNESS MANAGEMENT SYSTEM	86818130	12-Nov-15	5030410	30-Aug-16
i4c Innovations Inc.	VOYCEALERT	86157165	3-Jan-14		
i4c Innovations Inc.	V VOYCE V VOYCE Logo (b&w)	87081923	23-Jun-16		
i4c Innovations Inc.	V VOYCE	87081939	23-Jun-16		

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
	V VOYCE Logo (b&w)				
i4c Innovations Inc.	V VOYCE V VOYCE Logo (b&w)	87081982	23-Jun-16		
i4c Innovations Inc.	V VOYCE V VOYCE Logo (b&w)	87082001	23-Jun-16		
Intersections Inc.	WATCHFUL EYE	77086721	19-Jan-07	3528157	4-Nov-08
Intersections Inc.	YOUR CREDIT. YOUR IDENTITY. THEY'RE YOURS FOR LIFE.	78721588	27-Sep-05	3224223	3-Apr-07
Intersections Inc.	YOUR IDENTITY IS COUNTING ON YOU	85976666	18-Aug-10	4154240	5-Jun-12

HABITS AT WORK U.S. Trademarks

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
IISI Insurance Services Inc.	BRATLAB	86368859	17-Aug-14		
IISI Insurance Services Inc.	EUDOO	86652874	5-Jun-15		
IISI Insurance Services Inc.	HABITS AT WORK	86667838	19-Jun-15		

Foreign and International Trademarks

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
Intersections Inc.	2 IN 1 CREDIT REPORT	1158361	12-Nov-02	TMA655428	20-Dec-05
Intersections Inc.	ALERTE CREDIT	1259383	31-May-05	TMA668904	28-Jul-06
Intersections Inc.	ANNONCE EXPRES	1302289	19-May-06	TMA733681	30-Jan-09
Intersections Inc.	CREDIT ALERT	1137315	15-Apr-02	TMA638711	29-Apr-05
Intersections Inc.	CREDIT ANALYZER	1158364	12-Nov-02	TMA652539	9-Nov-05
Intersections Inc.	Crédit Sécur	1166656	31-Jan-03	TMA659560	21-Feb-06
Intersections Inc.	CREDITCOMPARE	1158363	12-Nov-02	TMA652621	10-Nov-05
i4c Innovations Inc.	Dog Design (color)	1.203.132	6-May-16		
i4c Innovations Inc.	Dog Design (color)	1745221	10-May-16	1666598	19-Aug-16
i4c Innovations Inc.	Dog Design (color)	911024042	12-May-16		
Intersections Inc.	I and Globe with Shield Design	1469437	12-Feb-10	TMA844433	25-Feb-13
Intersections Inc.	IDENTITY GUARD	779985	25-Nov-05	779985	25-Nov-05
Intersections Inc.	IDENTITY GUARD	1242767	6-Jan-05	TMA661985	31-Mar-06
Intersections Inc.	IDENTITY GUARD	1127004	2-Jan-02	TMA631732	1-Feb-05
Intersections Inc.	Identity Guard Essentials	1779303	26-APR-16		
i4c Innovations Inc.	INNOVATION MEETS INSIGHT	014413603	29-Jul-15		
i4c Innovations Inc.	INNOVATION MEETS INSIGHT	1639147	29-Jul-15		
i4c Innovations Inc.	INNOVATION MEETS INSIGHT	1639148	29-Jul-15		
i4c Innovations Inc.	INNOVATION MEETS INSIGHT	1639149	29-Jul-15		
Intersections Inc.	INTERSECTIONS	779987	25-Nov-05	779987	25-Nov-05
Intersections Inc.	INTERSECTIONS	1288219	1-Feb-06	TMA729459	25-Nov-08
Intersections Inc.	INTERSECTIONS INC. and Design	1287522	26-Jan-06	TMA729866	1-Dec-08
Intersections Inc.	MAKING IT OKAY TO TRUST AGAIN	1469436	12-Feb-10	TMA844466	25-Feb-13
Intersections Inc.	NOTIFY EXPRESS	1158365	12-Nov-02	TMA654225	2-Dec-05

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
Intersections Inc.	P and Shield Design (color)	1704558	26-Nov-14		
Intersections Inc.	P PRIVACY NOW! and Design	1704559	26-Nov-14		
Intersections Inc.	PRIVACY NOW	1704557	26-Nov-14		
Intersections Inc.	PRIVACYPROTECT	1441373	12-Jun-09	TMA793386	21-Mar-11
Intersections Inc.	PROTECTEUR D'IDENTITÉ	1240878	9-Dec-04	TMA653658	28-Nov-05
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	3330304	30-May-14	2728367	26-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	3330305	30-May-14	2728368	26-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	3330306	30-May-14	2728369	26-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	3330307	30-May-14	2728370	26-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1625793	30-May-14	1625793	11-Feb-16
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1678936	29-May-14		
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1109212	30-May-14	1184920	11-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	14120603	4-Jun-14	515807	27-Apr-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	12924833	30-May-14	12924833	5-Nov-14
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	IEPI-2014-2940	30-May-14	IEPI_2015_TI_004048	29-Jun-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	2014-2946	30-May-14	IEPI_2016_TI_001613	11-Jun-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	IEPI-2014-2948	30-May-14	IEPI_2016_TI_0016 28	14-Oct-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	IEPI-2014-2949	30-May-14	IEPI_2016_TI_001629	14-Oct-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	2015-000954	5-Feb-15	8233	16-Jun-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1492213	3-Jun-14	1481344	15-Sep-14
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1492214	3-Jun-14	1481345	15-Sep-14
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1492215	3-Jun-14	1481346	15-Sep-14

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	1492217	3-Jun-14	1481347	15-Sep-14
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	998846	30-May-14	998846	28-May-15
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	9388-2014	15-Jul-14		
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	9387-2014	15-Jul-14		
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	9386-2014	15-Jul-14		
i4c Innovations Inc.	UNDERSTAND YOUR DOG LIKE NEVER BEFORE	9385-2014	15-Jul-14		
i4c Innovations Inc.	VOYCE	3308940	13-Feb-14	2719442	17-Apr-15
i4c Innovations Inc.	VOYCE	3308941	13-Feb-14	2719443	17-Apr-15
i4c Innovations Inc.	VOYCE	3308942	13-Feb-14	2719444	17-Apr-15
i4c Innovations Inc.	VOYCE	3308943	13-Feb-14	2719445	17-Apr-15
i4c Innovations Inc.	VOYCE	1605914	13-Feb-14	1605914	4-Feb-15
i4c Innovations Inc.	VOYCE	907333486	13-Feb-14		
i4c Innovations Inc.	VOYCE	907333508	13-Feb-14		
i4c Innovations Inc.	VOYCE	907333532	13-Feb-14		
i4c Innovations Inc.	VOYCE	907333559	13-Feb-14		
i4c Innovations Inc.	VOYCE	1663735	13-Feb-14		
i4c Innovations Inc.	VOYCE	1095117	13-Feb-14	1193077	19-Jan-16
i4c Innovations Inc.	VOYCE	14018513	13-Feb-14	14018513	21-Oct-15
i4c Innovations Inc.	VOYCE	14018512	13-Feb-14	14018512	21-Apr-15
i4c Innovations Inc.	VOYCE	14018511	13-Feb-14	14018511	14-Mar-15
i4c Innovations Inc.	VOYCE	14018510	13-Feb-14	14018510	21-Apr-15
i4c Innovations Inc.	VOYCE	14031156	13-Feb-14	523111	9-Apr-15
i4c Innovations Inc.	VOYCE	14-266708	13-Feb-14	509981	29-Dec-14
i4c Innovations Inc.	VOYCE	2014-1259	13-Feb-14	237309	5-Aug-14
i4c Innovations Inc.	VOYCE	12596763	13-Feb-14	12596763	28-Apr-16
i4c Innovations Inc.	VOYCE	2014- 001288	13-Feb-14	206983	18-Jun-15

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
i4c Innovations Inc.	VOYCE	2014-001289	13-Feb-14	205803	20-Apr-15
i4c Innovations Inc.	VOYCE	2014-001290	13-Feb-14	205541	14-Apr-15
i4c Innovations Inc.	VOYCE	2014-001291	13-Feb-14	204308	2-Mar-15
i4c Innovations Inc.	VOYCE	2014-001292	13-Feb-14	204307	2-Mar-15
i4c Innovations Inc.	VOYCE	2014-001293	13-Feb-14	204309	2-Mar-15
i4c Innovations Inc.	VOYCE	2014-001294	13-Feb-14	205802	20-Apr-15
i4c Innovations Inc.	VOYCE	1457079	14-Feb-14	1506202	14-Jan-15
i4c Innovations Inc.	VOYCE	1457080	13-Feb-14	1568814	3-Sep-15
i4c Innovations Inc.	VOYCE	1457081	13-Feb-14	1461215	10-Jun-14
i4c Innovations Inc.	VOYCE	1457082	13-Feb-14	1458640	29-May-14
i4c Innovations Inc.	VOYCE	992429	13-Feb-14	992429	30-Sep-14
i4c Innovations Inc.	VOYCE	201401834	13-Feb-14	282029	2-Jun-15
i4c Innovations Inc.	VOYCE	564241-2014	13-Feb-14	9239	3-Nov-14
i4c Innovations Inc.	VOYCE	2014/03761	13-Feb-14	2014/03761	29-Jan-16
i4c Innovations Inc.	VOYCE	2014/03762	13-Feb-14	2014/03762	29-Jan-16
i4c Innovations Inc.	VOYCE	2014/03763	13-Feb-14	2014/03763	29-Jan-16
i4c Innovations Inc.	VOYCE	2014/03764	13-Feb-14	2014/03764	29-Jan-16
i4c Innovations Inc.	VOYCE	51418/2015	6-Feb-15	678516	29-Sep-15
i4c Innovations Inc.	VOYCE	206314	17-Feb-14		
i4c Innovations Inc.	VOYCE and Dog Design	3330300	30-May-14	2729331	29-May-15
i4c Innovations Inc.	VOYCE and Dog Design	3330301	30-May-14	2729007	29-May-15
i4c Innovations Inc.	VOYCE and Dog Design	3330302	30-May-14	2729008	29-May-15
i4c Innovations Inc.	VOYCE and Dog Design	3330303	30-May-14	2729009	29-May-15
i4c Innovations Inc.	VOYCE and Dog Design	1625794	30-May-14	1625794	30-May-14
i4c Innovations Inc.	VOYCE and Dog Design	907791654	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	907791662	4-Jun-14		

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
i4c Innovations Inc.	VOYCE and Dog Design	907791689	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	907791719	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	1678935	29-May-14		
i4c Innovations Inc.	VOYCE and Dog Design	1109208	30-May-14	1197588	29-Feb-16
i4c Innovations Inc.	VOYCE and Dog Design	15098996	4-Jun-14	15098996	14-Jul-15
i4c Innovations Inc.	VOYCE and Dog Design	14120572	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	15-072368	30-Mar-15		
i4c Innovations Inc.	VOYCE and Dog Design	012924635	30-May-14	012924635	20-Jan-16
i4c Innovations Inc.	VOYCE and Dog Design	2014-2985	30-May-14	IEPI_2015_TI_002220	29-May-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-2981	30-May-14	IEPI_2015_TI_002109	6-Jul-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-2994	30-May-14	IEPI_2016_TI_0032464	30-Jul-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-3001	30-May-14	IEPI_2015_TI_005761	24-Aug-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-005051	30-May-14	204306	2-Mar-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-005052	30-May-14	204305	2-Mar-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-005053	30-May-14	204304	2-Mar-15
i4c Innovations Inc.	VOYCE and Dog Design	2014-005054	30-May-14	204303	2-Mar-15
i4c Innovations Inc.	VOYCE and Dog Design	1492209	3-Jun-14	1550127	24-Jun-15
i4c Innovations Inc.	VOYCE and Dog Design	1492210	3-Jun-14	1481342	15-Sep-14
i4c Innovations Inc.	VOYCE and Dog Design	1492211	3-Jun-14	1481343	15-Sep-14
i4c Innovations Inc.	VOYCE and Dog Design	998916	3-Jun-14	998916	4-Dec-14
i4c Innovations Inc.	VOYCE and Dog Design	201406315	30-May-14	282731	28-Jul-15
i4c Innovations Inc.	VOYCE and Dog Design	577729	4-Jun-14	10133	9-Mar-15
i4c Innovations Inc.	VOYCE and Dog Design	7159-2014	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	7160-2014	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	7156-2014	4-Jun-14		
i4c Innovations Inc.	VOYCE and Dog Design	7158-2014	4-Jun-14		
i4c Innovations Inc.	VOYCE and UNDERSTAND YOUR DOG LIKE NEVER	16713319	15-Apr-15	16713319	28-Jun-16

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
	BEFORE and Dog Design (b&w)				
i4c Innovations Inc.	VOYCE and UNDERSTAND YOUR DOG LIKE NEVER BEFORE and Dog Design (color)	1695444	22-May-15	1695444	15-Jan-16
i4c Innovations Inc.	VOYCE and UNDERSTAND YOUR DOG LIKE NEVER BEFORE and Dog Design (b&w)	642283	25-Nov-15	14093	15-Aug-16
i4c Innovations Inc.	VOYCE and UNDERSTAND YOUR DOG LIKE NEVER BEFORE and Dog Design (color)	1013468	5-Feb-15	1013468	6-Aug-15
i4c Innovations Inc.	VOYCE PRO	911026550	12-May-16		
i4c Innovations Inc.	VOYCE PRO	911026614	12-May-16		
i4c Innovations Inc.	VOYCE PRO	1.203.140	6-May-16		
i4c Innovations Inc.	VOYCE PRO	1745212	10-May-16		
i4c Innovations Inc.	VOYCE PRO	1745213	10-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030395	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030433	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030603	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030654	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030700	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	911030794	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	1.203.144	6-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	1745214	10-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	1745215	10-May-16		
i4c Innovations Inc.	VOYCE PRO & Design	1745216	10-May-16	1669631	29-Aug-16
i4c Innovations Inc.	VOYCE PRO & Design	1745218	10-May-16	1675814	20-Sep-16

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
i4c Innovations Inc.	VOYCE PRO & Design	1745219	10-May-16	1669632	29-Aug-16
i4c Innovations Inc.	VOYCE PRO & Design	1745220	10-May-16	1684216	No date on chart
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031162	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031197	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031588	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031723	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031790	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	911031863	13-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	1.203.135	6-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745222	10-May-16		
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745223	10-May-16	1676435	21-Sep-16
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745224	10-May-16	1669633	29-Aug-16
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745225	10-May-16	1675815	20-Sep-16
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745226	10-May-16	1673142	8-Sep-16
i4c Innovations Inc.	VOYCE PRO & Design (color)	1745227	10-May-16	1684217	No date on chart
i4c Innovations Inc.	VOYCE PRO & Design BETTER DATA DRIVES BETTER MEDICINE	1718617	25-Feb-16	1651545	5-Jul-16

Material Licenses

1. Amended and Restated License Agreement, dated as of August 9, 2013, by and between LifeWave, Inc. and Intersections Inc.
2. License and Services Agreement dated as of November 27, 2013 by and between LifeLearn Inc. and i4c Innovations Inc.