04-11-2001

101659666

Form PTO-1594
(Rev. 6-93)

RECORDATION FORM
TRADEMARK

IT OF COMMERCE
Trademark Office

To the Honorable Commissioner of Patents and Trademarks: ... or copy thereof.

1. Name of conveying party(ies):

Evite, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: California
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3-22-01

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 8, 2001

2. Name and address of receiving party(ies):

Name: Ticketmaster
Internal Address:
Street Address: 3701 Wilshire Boulevard
City: Los Angeles State: California ZIP: 90010
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/821,612 and 75/681,230

B. Trademark Registration No.(s) None

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine H. Tran
Internal Address: Perkins Coie LLP
Street Address: 1201 Third Avenue, Suite 4800
City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....$ 65.00
☐ Enclosed
☐ Authorized to be charged to deposit account
☒ Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Catherine H. Tran	Catherine H. Tran	March , 2001
Name of Person Signing	Signature	Date

04/10/2001 TDIAZ1 00000112 75821612

Total number of pages comprising cover sheet, attachments and document: 4

01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT DETACH THIS PORTION

6 SE

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

[31559-0006/SL010750.107]

Exhibit D
to Asset Purchase Agreement

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement") dated as of March 8, 2001 is made by and between Evite, Inc., a California corporation having a place of business at 350 Florida Street, San Francisco, CA 94110 ("Assignor"), and Ticketmaster (formerly known as Ticketmaster Online-Citysearch, Inc.), a Delaware corporation having a place of business at 3701 Wilshire Boulevard, Los Angeles, California 90010 ("Assignee").

RECITALS

WHEREAS, Assignor has common law rights in the trademarks that are the subject of this Assignment and is the owner of the trademark registrations and pending trademark applications set forth in Annex A attached hereto and incorporated herein by reference (all of such trademarks, registrations and applications for registration are herein referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire said Trademarks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Closing (as that term is defined in that certain Asset Purchase Agreement dated of even date herewith by and among Assignor and Assignee), Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above identified registrations/applications thereof.

This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise, and upon and to the benefit of their respective present and future affiliated and subsidiary companies and licensees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Trademarks as of the date first above written.

EVITE, INC.

Josh Silverman

Josh Silverman, President

STATE OF)
) ss.
COUNTY OF)

On the 8th day of March, 2001, before me personally appeared Josh Silverman, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the CEO of Evite, the corporation described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said corporation, and that he/she has the authority to act on behalf of, and bind, said corporation.

SUBSCRIBED AND SWORN to before me on the date stated above.

Willette Marie Moore

NOTARY PUBLIC in and for the State of California, residing at San Francisco

My Appointment Expires: Nov. 4, 2004

ES11 WILLETTE MARIE MOORE COMM. #1283140 Notary Public-California SAN FRANCISCO COUNTY My Comm. Exp. Nov. 4, 2004 ES11

Annex A

to Assignment of Trademarks

Trademark Registrations and Applications Therefor

Trademark	Class	Serial No.	Filing Date	Reg. No.	Reg. Date
EVITE/Australia	42	810093	10/12/99		
EVITE/Canada		1,032,267	10/13/99		
EVITE/European Union	35,38,42	001339506	11/10/99		
EVITE/Japan	42	H11-092275	10/13/99		
EVITALS/U.S.	42	75/821,612	10/13/99		
EVITE/U.S.	42	75/681,230	04/13/99		
EVITE/Benelux	35,38,42			0656334	07/28/99

H:\Clients\TMCS\Trademark and Domain Assignment.final.doc