

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

InfoSpace, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 12/10/03

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:** Reel/frame 287510752

- Assignment
- Security Agreement
- Other Corrective Assignment correct
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: American Express Travel Related Services Company, Inc.

Internal Address: \_\_\_\_\_

Street Address: 200 Vesey Street

City: New York

State: NY

Country: USA Zip: 10285

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship New York

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

761205482

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Barbra Schiff

Internal Address: American Express

Street Address: 200 Vesey Street

City: New York

State: NY Zip: 10285

Phone Number: 212-640-1436

Fax Number: 212-640-0361

Email Address: trademarks@aexp.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Barbra Schiff  
Signature

07/02/04  
Date

Barbra Schiff  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

06/17/2004

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	InfoSpace, Inc.		12/10/2003
	InfoSpace, Inc.		12/10/2003
RECEIVING PARTY DATA			
Name:	American Express Company		
Street Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10285		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2725200	INTELLISHOPPER
CORRESPONDENCE DATA			
Fax Number:	(212)640-0361		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126401436		
Email:	trademarks@aexp.com		
Correspondent Name:	Barbra Schiff		
Address Line 1:	200 Vesey Street		
Address Line 4:	New York, NEW YORK 10285		
ATTORNEY DOCKET NUMBER:	200301476		
NAME OF SUBMITTER:	Barbra Schiff		
Total Attachments: 4			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "*Assignment*") is made and entered into effective as of December 10, 2003 ("*Effective Date*") by and between InfoSpace, Inc., a Delaware corporation ("*Assignor*"), and American Express Travel Related Services Company, Inc., a New York corporation ("*Assignee*").

Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of December 10, 2003 (the "*Asset Purchase Agreement*"), pursuant to which Assignor is transferring certain Assets (as defined in the Asset Purchase Agreement) to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Trademarks and Applications.** Assignor has adopted and used and is the owner of the marks described on *Exhibit A* and the goodwill associated therewith ("**TRADEMARKS**").
2. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in, to and under the TRADEMARKS together with the goodwill of the business symbolized thereby to Assignor, including any and all claims for past infringement thereof, including all rights as opponents in any opposition proceeding. Assignor represents and warrants that it has not assigned, mortgaged, licensed or granted any rights in the TRADEMARKS to any third party, on an exclusive basis, and that it possesses the full right to convey the TRADEMARKS.
3. **Miscellaneous.** The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns. This Assignment shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Asset Purchase Agreement. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.
4. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

INFOSPACE, INC., a Delaware corporation

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., a New York corporation

By:



By:

Title:

*SVP Corporate Development*

Title:

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8:47

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

*J.*

INFOSPACE, INC., a Delaware corporation

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., a New York corporation

By: \_\_\_\_\_

By: *Steven S. Szymanski*

Title: \_\_\_\_\_

Title: *VP GP*

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**Exhibit A  
Trademarks**

**Registered Trademarks and Applications**

**• INTELLISHOPPER**

**Serial No. 76/205,482**

**Registration No. 2725200**

ATL01/11562187v1