

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/04/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSUMERSEARCH, INC.		05/04/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	About, Inc.
Street Address:	249 W. 17th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3105959	CONSUMERSEARCH
Registration Number:	3233251	CONSUMERSEARCH

CORRESPONDENCE DATA

Fax Number: (215)279-9394
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jordan.lavine@flastergreenberg.com
 Correspondent Name: Jordan A. LaVine
 Address Line 1: 1628 John F. Kennedy Blvd., 15th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	A0465.5009
NAME OF SUBMITTER:	Jordan A. LaVine
Signature:	/Jordan A. LaVine/

CH \$65.00 3105959

Date:

05/17/2007

Total Attachments: 10

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

ABOUT, INC.,

ABOUT ACQUISITIONS CORP.

AND

CONSUMERSEARCH, INC.

dated as of May 4, 2007

"Company" means ConsumerSearch, Inc.

"Company Intellectual Property" means all Intellectual Property that is owned or held for use by the Company primarily for the operation of the Business as currently conducted, including without limitation, all Intellectual Property set forth on Schedule 3.14(a).

"Company Documents" means the certificate of incorporation and bylaws or equivalent governing documents, including all amendments thereto, of the Company.

"Company Options" means any stock option issued by the Company under the 1999 Stock Incentive Plan, or otherwise (including pursuant to acquisitions), all as set forth in Exhibit E.

"Confidentiality Agreement" means the Confidentiality Agreement executed between the Company and Holdco dated November 8, 2006.

"Current Assets" shall mean all current assets of the Company, including without limitation, all accounts receivable, prepaid expenses, accrued revenue, and prepaid contract costs, determined in accordance with GAAP applied using the same GAAP accounting principles, practices, methodologies and policies that were used to prepare the Company's audited financial statements for the year ended on December 31, 2006, but excluding all Tax assets.

"Current Liabilities" shall mean all current liabilities of the Company, excluding all Tax liabilities, and including, without limitation, (i) the accounts payable, deferred contract revenue and accrued contract costs, determined in accordance with the same GAAP accounting principles, practices, methodologies and policies that were used to prepare the Company's audited financial statements for the year ended on December 31, 2006, (ii) the Incentive Payments set out in Exhibit D, (iii) the Option Cancellation Payments set out in Exhibit E, (iv) the Transaction Expenses, the URL Price payment, the Officer Debt and Back Pay and other expenses listed on Exhibit L and (v) 50% of the Escrow Initial Fee.

"Debt" means, as of such date, the aggregate amount of unpaid principal and accrued but unpaid interest and any premium or other amounts payable as of such date in respect of any obligations of the Company (i) in respect of borrowed money, (ii) evidenced by bonds, debentures, notes or other similar instruments, (iii) to pay, after the Closing Date, the deferred purchase price of property or services or of any acquisition transactions consummated, or any noncompete consideration payable to the seller of any business acquired prior to the Closing Date, except trade accounts payable and accrued expenses arising in the ordinary course of business consistent with past practices, (iv) in respect of leases of any property (whether real, personal or mixed) by the Company as lessee which would, in accordance with GAAP, be required to be accounted for as a capital lease on the Balance Sheet of the Company, (v) to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities (or property), (vi) to reimburse any bank or other

“Fully Diluted Shares” means, without duplication, (a) all outstanding shares of Common Stock, and (b) all shares of Common Stock issuable upon conversion of all outstanding shares of Series B Preferred Stock but excluding all shares of Common Stock issuable upon exercise of Company Options which shall be cancelled pursuant to Section 2.06.

“GAAP” means generally accepted accounting principles effective in the United States as applied on a basis consistent throughout the Balance Sheet and consistent with each other.

“Governmental Authority” means any government, any governmental entity, department, commission, agency, board, authority, official, body or instrumentality, and any court, tribunal, or judicial or arbitral body, whether federal, state, local or foreign.

“Hazardous Materials” means any compound, chemical, contaminant, pollutant, toxic substance, hazardous waste, hazardous material, or hazardous substance, as any of the foregoing may be defined, identified, or regulated under or pursuant to any Environmental Law, and any other material or substance which may pose a threat to the environment or to human health and safety including asbestos, asbestos-containing materials, polychlorinated biphenyls, toxic mold, mildew or fungi, oil, waste oil, petroleum and petroleum products.

“Information In Escrow” means to copies of the website Consumersearch.com as of the close of the business day before the Closing Date and the electronic copies of the documents listed in the Disclosure Schedule to this Agreement.

“Intellectual Property” means all tangible or intangible proprietary information and materials; including without limitation:

(a) (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereon, and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations in part, divisions, revisions, extensions and re examinations thereof, (ii) all trademarks, service marks, trade dress, logos, trade names, domain names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all copyrights, copyrightable works, and works of authorship, and all applications, registrations and renewals in connection therewith, (iv) all mask works and all applications, registrations and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, methods, schematics, technology, technical data, designs, drawings, flowcharts, databases, block diagrams, specifications, customer and supplier lists, customer data, pricing and cost information and business and marketing plans and proposals), (vi) all software (in both source and object code) and firmware (including data, databases and related documentation), and (viii) URLs, domain names and

Internet web sites, including all content and materials displayed on and/or accessible through such sites;

(b) all documents, records, instructions and files relating to design, end user documentation, manufacturing, quality control, sales, marketing or customer support for, and tangible embodiments of, all intellectual property described herein; and

(c) all licenses, agreements and other rights in any third party product or any third party intellectual property described in (a) above other than (i) any "off the shelf" third party software or related intellectual property, (ii) any "click-wrap", "click-through" or similar licenses, or (iii) licenses of Publicly Available Software.

"Letter of Transmittal" means either a letter of transmittal delivered by any holder of shares of Common Stock pursuant to Section 2.02(b)(i) in the form of Exhibit J1 and/or a letter of transmittal delivered by any holder of shares of Preferred Stock pursuant to Section 2.02(b)(ii) in the form of Exhibit J2.

"Lien" means, with respect to any asset, any mortgage, lien, license, pledge, charge, security interest, restriction or encumbrance of any kind in respect of such asset, in each case, excluding any license or other grant of a right pursuant to the agreements listed in Section 3.14(b) of the Company Disclosure Schedules.

"Liquidation Preference" means the Series B Liquidation Preference as applicable.

"Material Adverse Change" means any event, occurrence, change, effect or condition of any character that has had or could reasonable be expected to have a Material Adverse Effect.

"Material Adverse Effect" means a material adverse effect on (a) the business, condition (financial or other), assets, liabilities, prospects or results of operations of the Company or (b) the ability of the Company to consummate the transactions contemplated by this Agreement in a timely manner.

"Officer Back Pay and Debt" means a total amount of \$686,703.29 corresponding to (a) \$256,220.34 due to Derek Drew and \$59,390.67 due to Carl Hamann for back pay and (b) \$252,911.29 due to Derek Drew and \$118,180.99 due to Carl Hamann for interest on back pay.

"Person" means an individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Per Share Aggregate Merger Consideration" means the (a) Aggregate Merger Consideration divided by (b) the number of Fully Diluted Shares outstanding immediately prior to the Effective Time (subject to Section 2.02(d)).

(xvii) any other agreement, contract or commitment not made in the ordinary course of business and consistent with past practices.

(b) The Company has delivered or made available to Buyer true, correct and complete copies of all Contracts, including all amendments and supplements thereto.

(c) Except as set forth in section 3.13(c) of the Company Disclosure Schedules, the Company is not (and to the Company's Knowledge, no other party is) in material breach or violation of, or material default under, any Contract, nor have any of the Company received any notice (written or oral) of breach or violation of, or default under, any such Contract. Each Contract is in full force and effect (and will not be adversely affected by the consummation of the transactions contemplated hereby) and is a valid agreement, arrangement or commitment of the Company which is a party thereto, enforceable against the Company in accordance with its terms and, to the Company's Knowledge, is a valid agreement, arrangement or commitment of each other party thereto, enforceable against such other party in accordance with its terms. No condition exists or event has occurred that, with notice, lapse of time or both, would constitute a default or a basis for *force majeure* or a claim of excusable delay or nonperformance under any Contract. Except as specifically set forth on section 3.03(b) of the Company Disclosure Schedules, no consent of any party to any Contract is required in connection with the execution and delivery of this Agreement by the Company or the consummation of the transactions contemplated hereby and thereby.

3.14. Technology and Intellectual Property.

(a) Section 3.14(a) of the Company Disclosure Schedules sets forth a complete and correct list of the following Company Intellectual Property: (i) all patents, domain names, trademark registrations, software, service mark registrations, copyright registrations, and any applications and renewals for any of the foregoing, owned by or on behalf of the Company; and (ii) all licenses (in and out), sublicenses and other agreements to which the Company is a party and pursuant to which the Company or any other Person is authorized to use any of the Company Intellectual Property or exercise any rights with respect thereto. The disclosures described in clause (ii) of the preceding sentence (other than with respect to readily available commercial software licensed by any of the Company) include the identities of the parties to the relevant agreements, a brief description of the nature and subject matter thereof, the term thereof and a brief description of the payment terms (or a summary of any formula or procedure for determining such payment terms).

(b) The Company is the owner of all right, title and interest in and to or has the right to use each item of material Company Intellectual Property. Each item of Company Intellectual Property owned by the Company is owned free and clear of any Liens. All of the Company Intellectual Property that is used by the Company pursuant to a license or other grant of a right by a third party is listed in section 3.14(b) of the Company Disclosure Schedules.

(c) To the Knowledge of the Company, the Company is not in violation of any license, sublicense or other agreement to which the Company is a party or otherwise bound relating to any of the Company Intellectual Property. Except as noted in section 3.14(c) of the Company Disclosure Schedules, the Company is not obligated under any license, sublicense or other agreement to which the Company is a party to provide any consideration (whether financial or otherwise) to any third party with respect to any exercise of rights by the Company in the Company Intellectual Property.

(d) Except as set forth in section 3.14(d) of the Company Disclosure Schedules and to the Knowledge of the Company, the operation of the Business by the Company, including all use of any material Company Intellectual Property in connection therewith does not infringe, violate, or otherwise conflict with, any Intellectual Property right of any Person. Except as set forth on section 3.14(d) of the Company Disclosure Schedules, no claims have been asserted by any Person to the Company

(i) challenging or questioning the ownership or use of any of the Company Intellectual Property by the Company, or (ii) challenging or questioning the validity or effectiveness of any license, sublicense or other agreement to which the Company is a party relating to the Company Intellectual Property. Except as set forth on section 3.14(d) of the Company Disclosure Schedules, there are no pending nor, to the Knowledge of the Company, threatened proceedings, litigation or other adverse claims relating to the Company Intellectual Property owned by the Company. There are no legal or governmental proceedings, including interference, re-examination, reissue, opposition, nullity, or cancellation proceedings, pending that relate to any Company Intellectual Property owned by the Company, and the Company is not aware of any information indicating that such proceedings are threatened or contemplated by any Governmental Authority or any other Person. Except as set forth in Section 3.14(d) of the Company Disclosure Schedules, all registered trademarks and service marks, and all copyright registrations made and owned by the Company are subsisting and enforceable and, to the Knowledge of the Company, there is no unauthorized use, infringement, or misappropriation of any Company Intellectual Property owned by the Company by any Person.

(e) The transactions contemplated under this Agreement will not alter, impair or otherwise adversely affect any rights of the Company in any material Company Intellectual Property.

(f) The Company has taken commercially reasonable measures to protect the proprietary nature of trade secrets included in the Company Intellectual Property and owned by or used by the Company and to maintain in confidence all trade secrets and confidential information owned or used by the Company.

(g) To the Knowledge of the Company, the computer software owned by the Company and included in the Company Intellectual Property does not contain any "viruses." For the purposes of this Agreement, "virus" means any computer code designed to disrupt, disable or harm in any manner the operation of any software or hardware. To the Knowledge of the Company, none of the computer software owned by the Company and included in the Company Intellectual Property contains any worm,

bomb, backdoor, or other disabling device, code, design or routine which causes the software or any portion thereof to be erased, inoperable or otherwise incapable of being used, either automatically, with the passage of time or upon command by any Person.

(h) In section 3.14(h) of the Company Disclosure Schedule is a list of all Publicly Available Software used by Company which (a) form part of any Company Intellectual Property; (b) was, or is, used in connection with the development of any Company Intellectual Property or any products or services developed or provided by the Company.

(i) No Person has any right in or to the Company Intellectual Property arising out of, or as a result of, the Company's professional services agreements with its customers, its agreements with merchants, its agreements with outside consultants for the performance of professional services on the Company's or customers' behalf, or any agreement or license with any end user or reseller of the Company's products that conflicts in any material way with the Company's ownership or use of the Company Intellectual Property.

(j) The Company has not within the past three (3) years transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property that is or was material Company Intellectual Property, to any Person.

(k) None of the internet domain names that are owned by, or registered by or on behalf of, the Company (the "Company Domains"), is a Sin Name. For purposes of this section 3.14(k), "Sin Name" means any domain name commonly referred to as a 'sin name' including, without limitation, domain names that include (a) registered trademarks or company names (including misspellings or other marks or names confusingly similar thereto), (b) words alluding to the ingestion of illegal substances, (c) vulgar or obscene language, (d) language associated with any illegal enterprise (including online gaming) or that advocates or glorifies any illegal act or (e) language that is sexually explicit or of a pornographic nature.

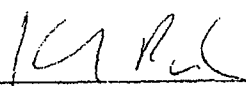
(l) The URL "Consumersearch.com" is registered under the name of Derek Drew and will be assigned to the Surviving Corporation at Closing for a consideration equal to the URL Price. The Surviving Corporation shall handle the transfer of registration.

3.15. Insurance Coverage. Section 3.15 of the Company Disclosure Schedules lists all of the insurance policies and fidelity bonds covering the assets, business, equipment, properties, operations, employees, officers, managing members and directors of the Company. The Company has furnished to Buyer true and complete copies of all insurance policies and fidelity bonds listed in section 3.15 of the Company Disclosure Schedules. There is no claim by the Company pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums payable under all such policies and bonds have been paid and the Company is otherwise in material compliance with the terms and conditions of all such policies and bonds. The current and historical limits

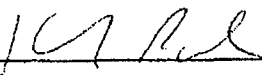
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2007.

BUYER:

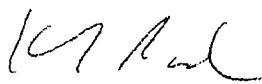
ABOUT, INC.

By: 
Name:
Title:

ABOUT ACQUISITION Corp.

By: 
Name:
Title:

THE NEW YORK TIMES COMPANY

By: 
Name:
Title:

for purposes of Section 11.19 only

COMPANY:

CONSUMERSEARCH, INC.

By: _____
Name: Derek Drew
Title:

SELLER REPRESENTATIVE:

Carl Hamann

OTHER INDIVIDUALS:

Derek Drew for purposes of Sections 6.01
and 6.03, 9.02(d) and 11.18 only

Carl Hamann for purposes of Sections
6.03, 9.02(d) only

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2007.

BUYER:

ABOUT, INC.

By: _____
Name:
Title:

ABOUT ACQUISITION Corp.

By: _____
Name:
Title:

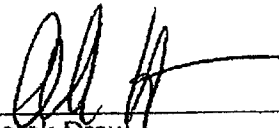
THE NEW YORK TIMES COMPANY

By: _____
Name:
Title:

for purposes of Section 11.19 only

COMPANY:

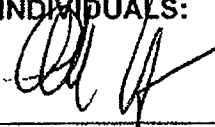
CONSUMERSEARCH, INC.


By:  _____
Name: Derek Drew
Title:

SELLER REPRESENTATIVE:

 _____
Carl Hamann

OTHER INDIVIDUALS:

 _____
Derek Drew for purposes of Sections 6.01
and 6.03, 9.02(d) and 11.18 only

 _____
Carl Hamann for purposes of Sections
6.03, 9.02(d) only

Brand/Trademarks/Service Marks

ConsumerSearch, Inc. owns the service mark:



This service mark was registered by the United States Patent and Trade Mark Office on the Principal Register, Reg. No. 3,105,959, registered June 20, 2006. The registration provides protection to the name "ConsumerSearch" combined with this design. It was accepted for registration on the Principal Register of the U.S. Trademark Office on April 24, 2007.

An application for registration of the words only (ConsumerSearch) was submitted to the U.S. Patent and Trademark Office on June 21, 2006, Serial Number 78912908. It was published for opposition on February 6, 2007. Proof of registration of Standard Character mark on April 24, 2007. Certificate is pending as of April 27, 2007.

The Certification of Registration filed by the Company is for the words "ConsumerSearch" plus design. ConsumerSearch also filed for registration of "ConsumerSearch" as a standard character mark with the USPTO.

No other entity has filed for registration of the mark "ConsumerSearch", but there remains the possibility of use in given state, common law use, or use in another country. ConsumerSearch has filed in the European Union (EU) for a Community Trademark (Serial No. 005234125) to cover CONSUMERSEARCH and Design. The filing is pending.

ConsumerSearch, Inc. uses the trademarks and copyrights of other companies by way of the advertisements placed on its real estate positions by the advertiser-partner(s). Some of these arrangements have been formalized.

ConsumerSearch uses the trademarks and copyrights of other companies on its Comparisons page. Images that can be protected by copyright law are inserted under the "Where to Buy"-link. These were obtained from a partner/advertiser site, and are used without specific permission. In some instances ConsumerSearch has been indemnified by the partner/advertiser who incorporate the trademarks on the ConsumerSearch site. This indemnification only exists in some contracts.