

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FerretSoft, Inc.		03/24/2000	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CNET Networks, Inc.		
<b>Street Address:</b>	235 Second Street		
<b>Internal Address:</b>	Fourth Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3115567	WEBFERRET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-1999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-268-2000		
<b>Email:</b>	sftmdocketing@hro.com		
<b>Correspondent Name:</b>	Katherine A. Keating		
<b>Address Line 1:</b>	560 Mission Street		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2994		
<b>ATTORNEY DOCKET NUMBER:</b>	51262-01000		
<b>NAME OF SUBMITTER:</b>	Katherine A. Keating		
<b>Signature:</b>	/katherine a. keating/		

OP \$40.00 3115567

Date:

12/01/2007

**Total Attachments: 3**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of March 24, 2000 by and between **ZD INC.**, a Delaware corporation ("Purchaser"), and **FERRETSOFT LLC**, an Ohio limited liability company ("Seller").

### WITNESSETH

**WHEREAS**, Purchaser, Seller, Kirk P. Colvin, Russell J. Ray, Jack W. Johnson, Mike Kramer, Paula Hall, William Templeton, James Holderness, David Hall, Marc Caminetsky, Howard Marson and Ziff-Davis, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement dated as of March 24, 2000 (the "Agreement") whereby the Purchaser agreed to purchase and Seller agreed to sell certain assets of Seller;

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:


- 1. Defined Terms.** All capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. Transfer.** Seller does hereby sell, transfer, convey and assign to the Purchaser all of Seller's right, title, and interest in and to the Assumed Liabilities, TO HAVE AND TO HOLD unto the Purchaser, its successors and assigns to and for its own proper use thereof, forever, and the Purchaser does hereby assume, accept and agree to perform the Assumed Liabilities.
- 3. Relationship to the Agreement.** This Assignment and Assumption Agreement and the obligations and liabilities of the parties hereto are subject in all respects to the representations, warranties, covenants, exclusions, indemnities and other terms and conditions of the Agreement.
- 4. Successors and Assigns.** This Assignment and Assumption Agreement is executed by and shall be binding upon Purchaser and Seller and each of their respective successors and assigns.
- 5. Governing Law.** This Assignment and Assumption Agreement shall be governed and interpreted in accordance with the internal laws of the State of California without regard to its conflict-of-laws principles.
- 6. Severability.** If any term, covenant or condition of this Assignment and Assumption Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Assignment and Assumption Agreement shall not be affected thereby and each term, covenant or condition of this Assignment and Assumption Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 7. Counterparts.** This Assignment and Assumption Agreement and any amendment, modification or supplement hereto may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement or

amendment, as the case may be, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the day and year first written above.

**PURCHASER:**

**ZD INC.**

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

Name: Russell S. Klein

Title: Vice President

**SELLER:**

**FERRETSOFT LLC**

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

Kirk P. Colvin  
Manager

amendment, as the case may be, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the day and year first written above.

**PURCHASER:**

**ZD INC.**

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

Name: \_\_\_\_\_

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

**SELLER:**

**FERRETSOFT LLC**

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

Kirk P. Colvin  
Manager