

**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>
Coupons, Inc.		10/22/2007	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coupons, LLC		
<b>Street Address:</b>	750 Hammond Drive, building 6, Suite 300		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2625258	GETMEMBERS	
<b>Registration Number:</b>	2794993	VALUE AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	22536-1 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		

CH \$65.00 2625258

Date:

07/25/2008

**Total Attachments: 3**

source=Coupons Inc-LLC Trademark Assignment#page1.tif

source=Coupons Inc-LLC Trademark Assignment#page2.tif

source=Coupons Inc-LLC Trademark Assignment#page3.tif

## ASSIGNMENT OF PROPRIETARY RIGHTS

**THIS ASSIGNMENT OF PROPRIETARY RIGHTS** (this "Assignment") is made and entered into as of October 22, 2007 ("Effective Date") by and between Coupons, Inc., a Georgia corporation ("Assignor"), and Coupons, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Contribution Agreement (as defined below).

**WHEREAS**, Assignor, Assignee and the other parties signatory thereto are parties to an Asset Contribution Agreement, dated October 22, 2007 (the "Contribution Agreement"); and

**WHEREAS**, the execution and delivery of this Assignment is contemplated by Section 2.2(b)(i) of the Contribution Agreement; and

**WHEREAS**, pursuant to this Assignment, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, certain Proprietary Rights set forth on Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes to capital, sells and assigns to Assignee all right, title and interest in and to the Proprietary Rights, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Proprietary Rights, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the Proprietary Rights with the registrar of the Proprietary Rights, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

COUPONS, INC.

By: [Signature]

Name: Stephen Friedman

Title: President

COUPONS, LLC

By: [Signature]

Name: Stephen Friedman

Title: President & Manager

{00105442; v: 3}

## **SCHEDULE A**

### **1. TM/SM Registration:**

- a. Federal Service Mark registration for the mark "Getmembers" obtained on 9/24/02. Registration number: 2625258      Serial number: 78095348
- b. Federal Service Mark registration for the mark "Value America" obtained on 12/16/03. Registration number: 2794993      Serial number: 78210088

### **2. Company Names**

- a. Coupons, Inc.
- b. Getmembers
- c. Value America

### **3. Internet Domains**

- a. www.getmembers.com
- b. www.valueamerica.com
- c. www.clients-today.com
- d. www.clientstoday.net
- e. www.clienttoday.com
- f. www.getmembers.net
- g. www.jumbopostcards.com
- h. www.value-america.com
- i. www.valueamerica.biz