

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/09/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Consumer Networks, LLC		05/09/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Coupons, Inc.
Street Address:	400 Logue Dr.
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3164764	BOODLE

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8586785070  
 Email: tmdoctc@fr.com  
 Correspondent Name: Andrew M. Abrams/Fish & Richardson P.C.  
 Address Line 1: P.O. Box 1022  
 Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	15874-0051001
NAME OF SUBMITTER:	Andrew M. Abrams
Signature:	/ama/

CH \$40.00 3164764

Date:

10/27/2008

Total Attachments: 4

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**INTELLECTUAL PROPERTY ASSETS ASSIGNMENT AND ASSUMPTION AGREEMENT  
(CONSUMER NETWORKS, LLC)**

This Intellectual Property Assets Assignment and Assumption Agreement ("Agreement") is dated as of the 9<sup>th</sup> day of May, 2007, by and among Consumer Networks, LLC, a California limited liability company ("Consumer Networks" or "Seller"), and Coupons, Inc., a California corporation ("Buyer").

Pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated 01 May 07 2007, by and between Buyer and Seller, Seller agreed to assign to Buyer and Buyer agreed to assume from Seller for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, the Intellectual Property of Seller ("Intellectual Property Assets").

Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of Seller's right, title and interest in and to the Intellectual Property Assets. Buyer desires to deliver to Seller such instruments as are required in order to effectuate and evidence the assumption by Buyer of the Intellectual Property Assets.

Now, therefore, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, the receipt and sufficiency of which Seller and Buyer each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Asset Purchase Agreement.

2. Effective as of the Closing Date (as defined in the Asset Purchase Agreement), Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under all of the Intellectual Property Assets.

Buyer hereby accepts the sale, transfer, assignment, conveyance and delivery of all of Seller's right, title and interest in, to and under the Intellectual Property Assets under this Agreement.

Seller agrees that from time to time after the date hereof, it shall, at its sole expense, at the reasonable request of Buyer, execute and deliver, or cause to be delivered, such other and further instruments of sale, transfer, assignment and conveyance and take such other and further action as may be necessary or appropriate in order to (a) document Buyer's ownership of all of Seller's right, title and interest in and to the Intellectual Property Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, (b) vest in Buyer ownership of all of Seller's right, title and interest in and to the Intellectual Property Assets as required by the Asset Purchase Agreement, (c) put Buyer in possession of the Intellectual Property Assets and (d) assist Buyer in demonstrating or otherwise evidencing to third parties that Seller has transferred to Buyer all of Seller's right, title and interest in and to the Intellectual Property Assets. If any party to this Agreement discovers that Seller holds any right, title or interest in and to the Intellectual Property Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, such party shall provide notice of such fact to Buyer and Seller shall promptly cause to execute and deliver instruments of sale, transfer, assignment and conveyance as may be necessary or appropriate in order to vest in Buyer ownership of all of such right, title and interest in and to such Intellectual Property Assets.

Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any of the conflict of law rules thereof.

This Agreement shall be effective as of the Closing Date.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Agreement as of the date above written.

\_\_\_\_\_, Inc.

Consumer Networks, LLC

  
\_\_\_\_\_  
STEVE R. BOAL  
CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT D

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any of the conflict of law rules thereof.

This Agreement shall be effective as of the Closing Date.

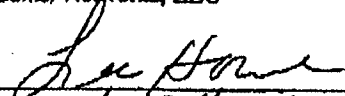
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Agreement as of the date first above written.

Coupons, Inc.

Consumer Networks, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: LES HOWIE  
Title: CEO

## **Boodle Intellectual Property List**

### *NAMES & MARKS*

1. Boodle name and associated marks
2. Consumer Networks name and associated marks
3. CustomCoupon name and associated marks
4. OPAL name and associated marks (the Local Coupon Program)
5. BoodleIZER name and associated marks (coupon organizer)

### *DOMAINS & WEBSITES*

6. boodle.com
7. customcoupon.com
8. boodleIZER.com
9. Boodle website
10. Private label websites built for Affiliates

### *SOFTWARE*

11. Local Coupon Program software
12. Recipe Program software
13. Newsletter sign-up software
14. BoodleIZER software
15. Affiliate administrative software. Includes (among other items) these elements:
  - Launch tool
  - Reporting tool
  - Local Coupon Admin interface
  - Marketing & promotional tools
16. Report Generator software (used by Boodle staff)
17. Survey software
18. A variety of "helper programs" designed to, among other tasks:
  - Launch Affiliates
  - Help Affiliates link to program elements
  - Promote coupons
19. Gift Certificate software

### *DATA*

20. Opt-in email addresses
21. Registration data
22. Data on coupon usage, redemptions etc

### *MARKETING & PROMOTION*

23. Promotional ads & emails
24. Ad delivery software (the "teaser")