## ADEMARK ASSIGNMEN

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CNET Networks, Inc.		10/25/2007	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	AG.Com, Inc.	
Street Address:	One American Road	
City:	Cleveland	
State/Country:	ОНЮ	
Postal Code:	44144	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3017887	WEBSHOTS
Registration Number:	3015597	WEBSHOTS
Registration Number:	3015594	WEBSHOTS
Registration Number:	2263037	WEBSHOTS
Registration Number:	3015598	WEBSHOTS
Registration Number:	3015595	WEBSHOTS
Registration Number:	3015596	WEBSHOTS

#### **CORRESPONDENCE DATA**

900119741

Fax Number: (216)252-6741

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-252-7300 x2294

Email: paul.cardenas@amgreetings.com

Correspondent Name: Paul Cardenas
Address Line 1: One American Road
Address Line 4: Cleveland, OHIO 44144

TRADEMARK

REEL: 003880 FRAME: 0721

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ATTORNEY DOCKET NUMBER:	WESHOTS
NAME OF SUBMITTER:	Paul Cardenas
Signature:	/paulcardenas/
Date:	10/31/2008
Total Attachments: 4 source=64832#page1.tif source=64832#page2.tif source=64832#page3.tif source=64832#page4.tif	

#### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this 25th day of October, 2007, by and between CNET Networks, Inc. having a principal place of business at 235 Second Street, San Francisco, California 94105 ("Assignor") and AG.com, Inc., having a principal place of business at 1 American Road, Cleveland, Ohio 44144 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of October 25, 2007 (the "Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, including (a) the registrations and applications for registration therefor; (b) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement or dilution of the Marks and the right to sue and collect damages for such infringement or dilution; (c) all income, royalties, damages and payments due and payable with respect to the Marks for the period from and after the date hereof; (d) the goodwill of the business symbolized by the Marks; and (e) all the benefit of the Marks; all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

Assignor covenants and agrees that it will, at any time upon request, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, or its successors or assigns.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the

date first written above.

Assignor

Neil M. Ashe

Title: Chief Executive Officer and President

STATE OF CALIFORNIA )
) SS.:
COUNTY OF SAN FRANCISCO)
On this 25th day of <u>doctors</u> , 2007, before me personally came
to me known, who, being by me first duly sworn, did depose and say that
he resides at MILL VALLEY; that he is CEO / PATE DOWN of CNET Networks, Inc., the
corporation described in an which executed the foregoing instrument; and that he signed his
name to such instrument by order of the Board of Directors of such corporation.

Notary Public



# SCHEDULE A

MARK: WEBSHOTS

COUNTRY	APPLICATION NO./ REGISTRATION NO.	APPLICATION DATE/ REGISTRATION DATE
United States	78/488,859 3,015,594	9/23/2004 11/15/2005
United States	78/488,867 3,017,887	9/23/2004 11/22/2005
United States	78/488,869 3,015,596	9/23/2004 11/15/2005
United States	78/488,871 3,015,597	9/23/2004 11/15/2005
United States	78/488,863 3,015,595	9/23/2004 11/15/2005
United States	78/488,874 3,015,598	9/23/2004 11/15/2005
United States	75/498,539 2,263,037	6/9/1998 7/20/1999

MARK: WINK!

COUNTRY	APPLICATION NO./ REGISTRATION NO.	APPLICATION DATE/ REGISTRATION DATE
United States	77/116,742	2/26/2007

TRADEMARK REEL: 003880 FRAME: 0726

**RECORDED: 10/31/2008**