

TRADEMARK ASSIGNMENT

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
iVillage		11/21/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alloy Media		
Street Address:	151 West 26th Street		
Internal Address:	11th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2655591	GURL	
Registration Number:	2655592	GURL	
Registration Number:	3238953	GURL	
Registration Number:	2504533	DEAL WITH IT	
CORRESPONDENCE DATA			
Fax Number:	(201)829-4307		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2122444307		
Email:	mikef@alloy.com		
Correspondent Name:	Michael Fitzgerald		
Address Line 1:	151 West 26th Street		
Address Line 2:	11th floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Michael Fitzgerald		

OP \$115.00 2655591

Signature:

/mf/

Date:

12/31/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment")

WHEREAS, iVillage, Inc., a corporation organized under the laws of Delaware (and being a wholly-owned subsidiary of NBC Universal, Inc) ("Assignor") and Alloy Media, LLC, a limited liability company organized under the laws of Delaware ("Assignee"), are parties to a certain Asset Purchase Agreement, dated on or about the date of this Assignment (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor related to the interactive entertainment website known as gURL.com, a leading online community and content site for teenage girls that is presently operated through the URL: <http://www.gURL.com> (the "Website");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Transferred Trademarks (as defined below); and

WHEREAS, Assignee is the Assignor's successor with respect to the Website, to which Website the Transferred Trademarks pertain, and the Website is ongoing and existing;

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the consideration payable pursuant to the Purchase Agreement and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1) Capitalized Terms. Capitalized terms used herein without definitions shall have the meanings ascribed in the Purchase Agreement.
- 2) Assignment of Transferred Trademarks. Effective as of 21 November, 2008, Assignor irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the trademarks set forth in Schedule A hereto in the United States and all foreign countries, including all common law rights, registrations and applications for registration thereof, and the goodwill of the business associated with the use thereof and symbolized thereby (the "Transferred Trademarks"), together with all rights to profits, damages and other relief for any past, present and future infringement of the Transferred Trademarks and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns or legal representatives.
- 3) Relationship with the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement, except that the Schedule attached to this Assignment shall take precedence over the schedules to the Purchase Agreement for purposes of this Assignment.
- 4) Further Assurances. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required by Assignee to be done for the transfer of Assignor's interest in the Transferred Trademarks. Assignor does hereby covenant and agree with the Assignee that, prior to the execution of this deed, Assignor's right, title and interest in and to the Transferred Trademarks has not been encumbered by it and that Assignor has not executed, and will not execute, any instrument inconsistent herewith.
- 5) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same

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agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of Assignor and Assignee.

- 6) Recordation. Assignor hereby authorizes and requests that the United States Commissioner for Trademarks record this Assignment.
- 7) Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 8) Governing Law. This Assignment shall be governed in all respects, including, without limitation, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby

[Remainder Intentionally blank]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ALLOY MEDIA, LLC


By: MATTHEW C. DIAMOND
Title: PRESIDENT

IVILLAGE INC.

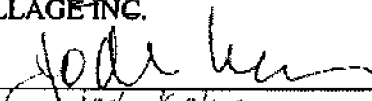
By:
Title:

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ALLOY MEDIA, LLC

By:
Title:

IVILLAGE INC.



By: Jodi Kalin
Title: Executive Vice President

SCHEDULE A

Transferred Trademarks

Mark	Classes	Reg. Owner	App. #	Reg. #
GURL	25	iVillage Inc.	76/131025	2655591
GURL	38, 41, 42	iVillage Inc.	76/131026	2655592
GURL and Design	41, 45	iVillage Inc.	78/659604	3238953
DEAL WITH IT	42	iVillage Inc.	76/203294	2504533