

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|--|-----------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Comedy News Ventures, Inc. | | 02/05/2009 | INC. ASSOCIATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HuffingtonPost.com, Inc. | | |
| Street Address: | 560 Broadway, Suite 308 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10011 | | |
| Entity Type: | INC. ASSOCIATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3454609 | 236.COM | |
| Registration Number: | 3436837 | 23/6 | |
| Registration Number: | 3432335 | 23/6 | |
| Registration Number: | 3558433 | SOME OF THE NEWS MOST OF THE TIME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)833-1250 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-833-1189 | | |
| Email: | dtanenbaum@fklaw.com | | |
| Correspondent Name: | David I. Tanenbaum | | |
| Address Line 1: | 1633 Broadway | | |
| Address Line 4: | New York, NEW YORK 10019-6708 | | |
| NAME OF SUBMITTER: | Betsy Aleshire | | |
| Signature: | /Betsy Aleshire/ | | |

OP \$115.00 3454609

TRADEMARK

Date:

02/11/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

February 5, 2009

WHEREAS, Comedy News Ventures, Inc., a corporation organized and existing under the laws of the State of Delaware and located at 555 West 18th Street, New York, New York 10011 ("Seller"), is the owner of the trademark(s) and/or service mark(s) set forth on Schedule A hereto (the "Trademark(s)"); and

WHEREAS, HuffingtonPost.com, Inc., a corporation organized and existing under the laws of State of Delaware and located at 560 Broadway, Suite 308, New York, New York 10011 ("Purchaser"), pursuant to the Asset Purchase Agreement, dated as of the date hereof, among Seller, Purchaser and IAC/InterActiveCorp (the "Purchase Agreement"), desires to acquire all of the right, title and interest of Seller in and to the Trademark(s), together with the goodwill of the business symbolized by the Trademark(s) and common law rights relating thereto (to the extent transferable to Purchaser) and any applications and/or registrations therefor that are set forth in Schedule A of this Trademark Assignment, and with all claims arising out of or relating to the use or ownership of the Trademark(s). Any capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree as follows:

1. Seller hereby assigns to Purchaser all of the worldwide right, title and interest of Seller in and to the Trademark(s), together with the goodwill of the business symbolized by the Trademark(s), common law rights relating thereto, and any applications and/or registrations therefor that are set forth in Schedule A of this Trademark Assignment, and with all claims arising out of or relating to the use or ownership of the Trademark(s). To the extent that this assignment includes any pending application(s) to register marks under section 1(b) of the Trademark Act (15 U.S.C. §1051(b)), Seller and Purchaser acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the marks pertain, and that such business is ongoing and existing.

2. Nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including the representations and warranties, covenants, agreements and conditions contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Seller or Purchaser set forth in the Purchase Agreement. This Trademark Assignment is intended only to effect the transfer of certain property, the transfer of which is contemplated in the Purchase Agreement and shall be governed in accordance with the terms and conditions of the Purchase Agreement. To

the extent any provision of this instrument is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

3. Seller hereby covenants and agrees, in connection with the Purchase Agreement and this Trademark Assignment, and the transactions contemplated thereunder and hereunder, promptly to execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or desirable to effectuate and perform more fully the provisions of the Purchase Agreement and this Trademark Assignment.

4. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

5. ANY DISPUTE ARISING UNDER THIS TRADEMARK ASSIGNMENT SHALL BE FINALLY SETTLED BY ARBITRATION CONDUCTED IN NEW YORK, NEW YORK BY ONE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION AWARD ENTERED IN ACCORDANCE WITH THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE FINAL AND BINDING ON THE PARTIES, EXCEPT TO THE EXTENT IT MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION IN ACCORDANCE WITH APPLICABLE LAWS GOVERNING THE APPEALABILITY OF ARBITRATION AWARDS. THE AWARD MAY INCLUDE AN AWARD OF COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS. JUDGMENT UPON THE AWARD MAY BE ENTERED BY ANY COURT HAVING JURISDICTION OVER THE PARTIES OR THEIR ASSETS. THE PARTIES HERETO CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN NEW YORK CITY FOR THE PURPOSE OF ENTERING JUDGMENT UPON AND ENFORCING SUCH AN AWARD.

6. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION.

7. This Trademark Assignment (a) is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, and (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Each of the parties represents and warrants that the individual who has executed this Trademark Assignment on its behalf is authorized to sign on behalf of such party for the purpose of binding such party to this Trademark Assignment.

9. In the event that any provision of this Trademark Assignment is held invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part thereof shall be considered separate from the remaining provisions of this Trademark Assignment, which remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the parties as set forth herein.

10. Any failure by any party to insist upon the performance of a provision of this Agreement shall not constitute a waiver of any other right of any party that the party may have under this Agreement. Any such waiver can only be made in writing signed by the party against whom enforcement of such waiver is sought.

11. Nothing in this Trademark Assignment shall be construed to place the parties in a relationship of partners, joint venturers, principal and agent, employer and employee, or master and servant. No party shall have the power to obligate or bind any other in any manner whatsoever. No right or license granted hereunder shall in any manner be construed as the creation or designation of one party as the representative or agent of any of the others.

12. Except for the Purchase Agreement and as otherwise specified herein, this Trademark Assignment supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly signed as of the date first set forth above.

Comedy News Ventures, Inc.

By: Jane Hawks

Name: Jane Hawks

Title: VP

HuffingtonPost.com, Inc.

By: Robert M. Lynn

Name: Leo

Title: Huffington Post

Trademarks

| <u>Trademark</u> | <u>Registration Date</u> | <u>Registration Number</u> | <u>Country</u> |
|---|--------------------------|----------------------------|----------------|
| 236.com | June 24, 2008 | 3,454,609 | U.S |
| 23/6 | May 27, 2008 | 3,436,837 | U.S |
| 23/6 | May 20, 2008 | 3,432,335 | U.S |
| 23/6 | May 7, 2007 | 924,050 | International |
| 23/6 | May 7, 2007 | 924,050 | Australia |
| 23/6 | May 7, 2007 | 924,050 | Europe |
| SOME OF THE NEWS MOST OF THE TIME | January 6, 2009 | 3,558,433 | U.S |
| SOME OF THE NEWS MOST OF THE TIME | February 5, 2008 | 965,587 | International |
| SOME OF THE NEWS MOST OF THE TIME | February 5, 2008 | 965,587 | Great Britain |

Trademark Applications/Registrations

| <u>Trademark</u> | <u>Application/Registration</u> | <u>Country</u> |
|---|---------------------------------|----------------|
| 23/6 | 1,346,336 | Canada |
| 23/6 | 767,997 | New Zealand |
| SOME OF THE NEWS MOST OF THE TIME | 1,382,146 | Canada |