

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
Perform, LLC		07/01/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LendingTree, LLC		
Street Address:	11115 Rushmore Dr		
City:	charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3437719	DONE RIGHT DIRECTORY	
Registration Number:	3432705	DONE RIGHT!	
Registration Number:	3428235	DONE RIGHT GUARANTEE	
CORRESPONDENCE DATA			
Fax Number:	(949)255-5131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 943 8472		
Email:	dashley@lendingtree.com		
Correspondent Name:	Debra Ashley		
Address Line 1:	11115 Rushmore Dr		
Address Line 4:	charlotte, NORTH CAROLINA 28277		
NAME OF SUBMITTER:	Debra Ashley		
Signature:	/debraashley/		

OP \$90.00 3437719

Date:

07/06/2009

Total Attachments: 1

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made as of July 1, 2009 (the "Effective Date"), by and between Perform (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Perform Local, Inc. (the "**Seller**"), with principal offices located at 1100 La Avenida Street, Building A, Mountain View, California 94043, and LendingTree, LLC, a Delaware LLC, (the "**Buyer**"), with principal offices located at 11115 Rushmore Drive, Charlotte, NC 28277.

RECITALS

A. By resolution of the board of directors (the "**Board**") of Perform Local, Inc., a Delaware corporation (the "**Assignor**"), as memorialized in the duly executed minutes, Assignor has transferred ownership of all its right, title and interest in and to tangible and intangible assets (the "**Assets**") to Seller, and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment agreement (the "**General Assignment**") between Assignor and Seller, as assignee, is attached hereto as Exhibit A.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the "**Required Assets**"). The Required Assets are listed in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining Assets that are not Required Assets (the "**Remaining Assets**"), and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to Assignor's creditors, which are generated from the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF REQUIRED ASSETS.

1.1 Agreement to Sell and Purchase Required Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below, and subject to any and all pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "**Encumbrances**").

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