

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
Tree.com, Inc.		03/12/2010	CORPORATION: DELAWARE

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: 1

Property Type	Number	Word Mark
Registration Number:	3724381	TREE.COM

CORRESPONDENCE DATA

Fax Number: (949)255-5131
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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/
Date:	03/24/2010

Total Attachments: 2
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**TRADEMARK
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OP \$40.00 3724381

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is entered into as of March 12, 2010 between the following two parties:

The Assignor: Tree.com, Inc.
Legal Address: 11115 Rushmore Dr., Charlotte, NC 28277

The Assignee: LendingTree, LLC
Legal Address: 11115 Rushmore Dr., Charlotte, NC 28277

WHEREAS, the Assignor, owns the U.S. trademark "Tree.com," federal registration number 3724381 ("*Mark*");

WHEREAS, the Assignor agrees to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Mark; and

WHEREAS, the Assignee agrees to accept such assignment of the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Mark

Assignor hereby conveys, transfers, assigns, and delivers, to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business relating to the products and/or services in respect upon which the Mark is used and for which it is registered, and (2) all rights to sue for past, present and future infringement or misappropriation of the Mark. The Assignor agrees to change the registered owner of the Mark into the Assignee and the Assignee agrees to accept the change of the registered owner of the Mark.

2. Representations and Warranties

Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of each party, in accordance with its terms upon its execution.

3. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the state of North Carolina, without regard to any conflict of law provisions.

4. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without

affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

LENDINGTREE, LLC

TREE.COM, INC.

By:



