

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tree.com, Inc.		03/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LendingTree, LLC		
<b>Street Address:</b>	11115 Rushmore Dr		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77448144	TREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)255-5131		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	dashley@lendingtree.com		
<b>Correspondent Name:</b>	Debra Ashley		
<b>Address Line 1:</b>	11115 Rushmore Dr		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28277		
<b>NAME OF SUBMITTER:</b>	Debra Ashley		
<b>Signature:</b>	/debraashley/		
<b>Date:</b>	03/31/2010		
<b>Total Attachments: 2</b> source=Tree assignment#page1.tif source=Tree assignment#page2.tif			

OP \$40.00 77448144

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is entered into as of March 1, 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 pending U.S. trademark application "Tree," serial number 77448144 ("**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:

