

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
FormSpring, LLC		12/18/2009	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	formspring.me, LLC		
<b>Street Address:</b>	6525 E. 82nd St.		
<b>Internal Address:</b>	Suite 211		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3736841	FORMSPRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)630-4824		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	317-808-0000		
<b>Email:</b>	kfarrell@klflegal.com		
<b>Correspondent Name:</b>	Kenan L. Farrell		
<b>Address Line 1:</b>	451 N. New Jersey St.		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Kenan L. Farrell		
<b>Signature:</b>	/Kenan L. Farrell/		
<b>Date:</b>	04/05/2010		

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**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

~~A~~

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made on December 18, 2011 ("Effective Date") by and between FormSpring, LLC, an Indiana limited liability company ("Assignor"), and formspring.me, LLC, an Indiana limited liability company ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignee formerly operated as a wholly owned subsidiary of Assignor;

**WHEREAS**, in connection with separating Assignee from Assignor, Assignor desires to transfer, convey or otherwise assign certain intellectual property relating to Patents, Marks, Copyrights and Ancillary IP developed and/or used solely in connection with social media technology (as described herein below) (collectively, the "Intellectual Property") to Assignee and Assignee hereby desires to accept such assignment of Intellectual Property;

**WHEREAS**, pursuant to this Assignment, Assignor agrees to assign to Assignee all right, title and interest of Assignor in and to the Intellectual Property, in furtherance thereof, to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of the Intellectual Property.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in the Intellectual Property as such right, title, and interest is or may be more definitively set forth in, to and under:

(a) Assignor's registered and unregistered domestic and foreign patents and patent applications together with all inventions described or claimed therein and all improvements, reissuances, continuations, continuations-in-part, divisionals, divisionals-in-part, substitutions, revisions, extensions and re-examinations thereof, including without limitation, the issued patents and applications for patents listed on Exhibit A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents");

(b) Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, together with all improvements, reissuances, continuations, continuations-in-part, divisionals, divisionals-in-part, substitutions, revisions, extensions and re-examinations thereof, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Exhibit B annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

(c) Assignor's registered and unregistered domestic and foreign copyrights and copyright applications, together with all improvements, reissuances, continuations, continuations-in-part, divisionals, divisionals-in-part, substitutions, revisions, extensions and re-examinations

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thereof, including without limitation the copyright registrations and/or copyright applications and/or copyright rights listed in Exhibit C annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Copyrights"). Further and for the avoidance of doubt, Copyrights shall include, without limitation, whether identified on Exhibit C or not, all source code, object code, digital content, and documentation in connection with "formspring.me" and any revisions or updates, error corrections, bug corrections, program patches, technical documentation (including the design and development, operation, use, help, integration, and other relevant documentation) relating thereto.

(d) Assignor's confidential information, ideas, improvements, know-how, trade secrets and all other intellectual property elements contained in or relating to the Intellectual Property (the "Ancillary IP").

together with all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Assignment, and all income, royalties, damages, payments or other proceeds now or hereafter due or payable under and with respect thereto, the same to be held and enjoyed, subject to the Profits Interests Agreement, by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Waiver of Moral Rights. The Assignor expressly waives all its moral rights and other similar rights, to the extents such are applicable, to the Intellectual Property.

3. Further Actions. Assignor covenants and agrees, at its own expense, to do, execute, acknowledge and deliver, at the request of Assignee or its successors or assigns, all acts, agreements, instruments, notices and assurances reasonably necessary to further effect and evidence the transactions contemplated hereby.

4. Binding Effect. This Assignment and each provision hereof shall be binding upon Assignor, its successors and assigns all and singular, and shall inure to the benefit of Assignee, its successors and assigns all and singular.

5. Governing Law; Venue. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Indiana and exclusive venue shall be any federal or state court located in Marion County, Indiana.

6. Intellectual Property. For the avoidance of doubt, Intellectual Property in this Assignment refers only to such intellectual property developed and/or used in connection with social media technology and specifically identified on Exhibit A, B, and C, attached hereto.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment of Intellectual Property as of the Effective Date.

ASSIGNOR:  
FormSpring, LLC

By:   
Ade Oloroh, Manager

**EXHIBIT A**

**REGISTERED PATENTS**

**Registered Patents – United States**

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>

**Pending Patent Applications – United States**

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>

**EXHIBIT B**

**REGISTERED SERVICE MARKS AND TRADEMARKS**

**Registered Service Marks and Trademarks – United States**

<u>Service Mark or Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FORMSPRING	3736841	1/12/2010

**Pending Service Mark and Trademark Applications – United States**

<u>Service Mark or Trademark</u>	<u>Application No.</u>	<u>Application Date</u>

**Unregistered Service Marks and Trademarks**

[List Marks]

**Trade Names**

[List Trade Names]

**EXHIBIT C****REGISTERED COPYRIGHTS****Registered Copyrights – United States**

<u>Copyright</u>	<u>Author</u>	<u>Registration No.</u>	<u>Registration Date</u>

**Pending Copyrights Applications – United States**

<u>Copyright</u>	<u>Author</u>	<u>Registration No.</u>	<u>Registration Date</u>

**Unregistered Copyrights**

<u>Copyright</u>	<u>Author</u>

**[Other]**  
**[List as Appropriate]**