

TO: DEBRA ASHLEY COMPANY: 11115 RUSHMORE DR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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04/06/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tree.com, Inc.		03/01/2010	LIMITED LIABILITY COMPANY: 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
Serial Number:	77596339	TREE.COM WHERE SMART DECISIONS START.

CORRESPONDENCE DATA

Fax Number: (849)255-5131
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dashley@lendingtree.com
 Correspondent Name: Debra Ashley
 Address Line 1: 11115 Rushmore Dr
 Address Line 4: Charlotte, NORTH CAROLINA 28173

NAME OF SUBMITTER:	Debra Ashley
Signature:	/debraashley/
Date:	04/06/2010

Total Attachments: 1
 source=Tree.com where smart decisions start assignment#page1.tif

CP \$40.00 77596339

TO: DEBRA ASHLEY COMPANY: 11115 RUSHMORE DR

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.com Where Smart Decisions Start," serial number 77596339 ("*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

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WHEREAS, the Assignor, owns the pending U.S. trademark application "Tree.com Where Smart Decisions Start," serial number 77596339 ("**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

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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:



