

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
AOL Inc.		06/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Digital Marketing Services, Inc.		
Street Address:	19111 N. Dallas Parkway, Suite 350		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75287		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2667488	OPINION PLACE	
Registration Number:	2864421	SURVEY SPREE	
Registration Number:	3239821	THE SUITE SOLUTION - RIVER, PANEL, RESULTS.	
Serial Number:	77321564	RIVER SAMPLE	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-857-8977		
Email:	bush.douglas@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	019428.00796		
NAME OF SUBMITTER:	Jason J. Mazur		

OP \$115.00 2667488

900165447

**TRADEMARK
 REEL: 004230 FRAME: 0730**

Signature:	/Jason J. Mazur/
Date:	06/24/2010
Total Attachments: 6 source=DMS assignment#page1.tif source=DMS assignment#page2.tif source=DMS assignment#page3.tif source=DMS assignment#page4.tif source=DMS assignment#page5.tif source=DMS assignment#page6.tif	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is effective as of June 8, 2010 (the "Effective Date"), and is made by and between AOL Inc., a Delaware corporation (the "Parent"), and Digital Marketing Services, Inc., a Delaware corporation (the "Subsidiary").

RECITALS

WHEREAS, the Parent is the sole stockholder of the Subsidiary;

WHEREAS, the Parent is the owner of certain trademarks and domain names set forth in Exhibit A and Exhibit B, attached hereto.

WHEREAS, the Parent desires to transfer and contribute to the Subsidiary, all of its right, title and interest in and to all of the trademarks and domain names set forth in Exhibits A and B, and any trademark or service mark rights therein, the goodwill and all common law rights related thereto and the right to bring claims of infringement and misappropriation of the foregoing against third parties (the "Contributed IP"), and the Subsidiary desires to receive the Contributed IP;

WHEREAS, the parties intend that the contribution of the Contributed IP qualify as a tax-free contribution;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Contribution. Effective as of the Effective Date, the Parent hereby assigns, conveys, transfers and delivers to the Subsidiary, all of its right, title and interest in and to the Contributed IP.

Section 2. Acceptance and Acknowledgment. As of the Effective Date, the Subsidiary hereby accepts and acknowledges all of the right, title and interest in the Contributed IP.

Section 3. Tax Free Contribution. The contribution of the Contributed IP by Parent to Subsidiary is intended to qualify as a tax-free contribution. The parties agree to take all such actions as are necessary and appropriate to obtain such result.

Section 4. Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed or recorded, such further agreements, instruments and other documents and take or cause to be taken, such further actions, as the other

party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

Section 5. General Provisions.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

(b) **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto.

(c) **Waivers.** No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.

(d) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) **Headings.** In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws doctrines.


(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(h) **Severability.** If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

AOL Inc.

By: 
Name: Arthur Minson
Title: Executive Vice President &
Chief Financial Officer
Date: June 8, 2010

Digital Marketing Services, Inc.

By: _____
Name: Chuck Miller
Title: Vice President
Date:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

AOL Inc.

By: _____
Name: Arthur Minson
Title: Executive Vice President &
Chief Financial Officer
Date:

Digital Marketing Services, Inc.


By:  _____
Name: Chuck Miller
Title: Vice President
Date: 6-8-10

Exhibit A
Trademarks

Country	Trademark	Status	Appln Number	Filing Date	Reg Number	Reg Date	Class	Owner
European Community	OPINION PLACE	Registered	1006972	12/4/1998	1006972	7/17/2000	35 Int.	AOL LLC
United Kingdom	OPINION PLACE	Registered	2183857	12/7/1998	2183857	8/6/1999	35 Int.	AOL LLC
United States of America	OPINION PLACE	Registered	75/498005	6/8/1998	2667488	12/31/2002	35 Int.	AOL INC.
United States of America	RIVER SAMPLE	Allowed	77/321564	11/5/2007			35 Int.	AOL INC.
United States of America	SURVEY SPREE	Registered	76/501346	3/25/2003	2864421	7/20/2004	35 Int.	AOL INC.
United States of America	The Suite Solution - River, Panel, Results.	Registered	78/933476	7/20/2006	3239821	5/8/2007	35 Int.	AOL INC.

Exhibit B
Domain Names

Redacted