

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 Advertising Inc.		06/29/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	ICQ LLC		
Street Address:	22000 AOL Way		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3254648	EVERYBODY, EVERYWHERE	
Registration Number:	3346887	EVERYBODY, EVERYWHERE	
Registration Number:	3358497	EVERYBODY, EVERYWHERE	
Registration Number:	3358496	EVERYBODY, EVERYWHERE	
Registration Number:	2967308	PEOPLESUB	
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:	Arent Fox LLP, 1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	019428-14659.		

OP \$140.00 3254648

900165933

**TRADEMARK
 REEL: 004234 FRAME: 0709**

NAME OF SUBMITTER:	Douglas R. Bush
Signature:	/Douglas R. Bush/
Date:	06/30/2010
Total Attachments: 6 source=assignment to ICQ LLC (5 marks)#page1.tif source=assignment to ICQ LLC (5 marks)#page2.tif source=assignment to ICQ LLC (5 marks)#page3.tif source=assignment to ICQ LLC (5 marks)#page4.tif source=assignment to ICQ LLC (5 marks)#page5.tif source=assignment to ICQ LLC (5 marks)#page6.tif	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is effective as of June 29, 2010 (the "Effective Date"), and is made by and between AOL Advertising Inc., a Maryland corporation (the "Parent"), and ICQ LLC, a Delaware limited liability company (the "Subsidiary").

RECITALS

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

WHEREAS, the Parent is the owner of certain trademarks and domain names set forth in Exhibit A, 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 Exhibit A, 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 Trademark and Domain Name IP"), and the Subsidiary desires to receive the Contributed Trademark and Domain Name IP;

WHEREAS, the Parent may own an undivided right, title and interest in the technology assets set forth in Exhibit B, attached hereto, and the following rights arising therefrom: (a) inventions and discoveries; (b) rights under applicable trade secret laws and regulations in each of the following: know-how, confidential or proprietary information, algorithms, data (including user related data but excluding Personal Data), designs, processes, drawings, blueprints, flow charts, models, strategies, techniques, source code and source code documentation, and (c) copyrights in both published and unpublished works, including without limitation, copyrights in all compilations, design rights and database rights, computer programs, manuals and other documentation, and all derivatives, translations, adaptations and combinations of the above and all registrations, applications, renewals and foreign counterparts for any of the foregoing items (excluding any Patents) (the "ICQ Software Assets").

For purposes of this agreement, the term "Patents" shall mean patents, patent application and inventions disclosures, and any related inventions, discoveries and invention disclosures (whether or not patentable), and any related trade secret rights, and all registrations, applications, divisions, continuations, continuations-in-part, re-issues, re-examinations, renewals and foreign counterparts related to, resulting from or arising out of any of the technology assets set forth on Exhibit B; and

WHEREAS, the Parent desires to transfer and contribute to the Subsidiary, all of its right, title and interest in and to the ICQ Software Assets, 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 Software IP"), and the Subsidiary desires to receive the Contributed Software IP;

WHEREAS, the parties intend that the contribution of the Contributed Trademark and Domain Name IP and the Contributed Software 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 Trademark and Domain Name IP and the Contributed Software 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 Trademark and Domain Name IP and the Contributed Software 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 ADVERTISING INC.

By: 

Jeffrey A. Lovick
President & Chief Executive Officer

ICQ LLC

By: _____

Bradley K. Garlinghouse, Jr.
President

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 ADVERTISING INC.

By: _____
Jeffrey A. Levick
President & Chief Executive Officer

ICQ LLC

By:  _____
Bradley K. Garlinghouse, Jr.
President

Exhibit A

United States of America	EVERYBODY, EVERYWHERE	Registered	77/051750	11/28/2006	3254648	6/26/2007	45 Int.
United States of America	EVERYBODY, EVERYWHERE	Registered	77/051981	11/28/2006	3346887	12/4/2007	09 Int.
United States of America	EVERYBODY, EVERYWHERE	Registered	77/051979	11/28/2006	3358497	12/25/2007	38 Int.
United States of America	EVERYBODY, EVERYWHERE	Registered	77/051748	11/28/2006	3358496	12/25/2007	41 Int.
United States of America	PEOPLESUB	Registered	75/451708	3/17/1998	2967308	7/12/2005	42 Int.