

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
The Wedding Tracker, LLC		03/09/2006	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Knot, Inc.		
Street Address:	462 Broadway, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78221139	WEDDING TRACKER	
CORRESPONDENCE DATA			
Fax Number:	(202)887-4288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-887-4000		
Email:	lgeyer@akingump.com		
Correspondent Name:	Laura T. Geyer		
Address Line 1:	1333 New Hampshire Ave NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-1564		
ATTORNEY DOCKET NUMBER:	031594.0012		
NAME OF SUBMITTER:	Laura Talley Geyer		
Signature:	/Laura Talley Geyer/		
Date:	08/10/2010		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, dated as of March 9, 2006, is entered into by and between The Knot, Inc., a Delaware corporation ("Buyer"), and The Wedding Tracker, LLC, a Washington limited liability company ("Seller").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of March 9, 2006, by and among Buyer, Seller, Sean Muller and Michele Rasmussen (the "Asset Purchase Agreement"), Seller has agreed to sell, convey, transfer, assign and deliver (collectively, "Transfer") to Buyer, and Buyer has agreed to purchase and accept from Seller, the Purchased Assets, which include the trademarks listed below and adopted, owned, used or in use by Seller (referred to collectively as the "Trademarks"), at the closing thereunder (the "Closing").

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Upon Closing, Seller Transfers to Buyer, its successors and assigns, free and clear of all Liens, all of Seller's right, title and interest in, to and under the Trademarks including common law rights thereof and any rights based on an intent to use such Trademarks, and all renewals and extensions thereof which may be granted relating to the Trademarks; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all further trademarks resulting from any applications pending with regard to the Trademarks, insofar as Buyer's interest is concerned, to Buyer as assignee of Seller's entire right, title and interest.

Upon Closing, Seller also Transfers to Buyer, its successors and assigns, any foreign rights to the Trademarks, in all countries and regions of the world, including the right to file applications and obtain Trademarks under the terms of any international treaty or conventions, and further agrees to perform such lawful acts and to execute any and all trademark applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such trademark rights.

Upon the written request of Buyer, Seller hereby further agrees that Seller will communicate to Buyer, or to its successors, assigns, and legal representatives, any facts known to it respecting the Trademarks, and at the expense of Buyer, testify in any legal proceedings, sign all lawful papers, execute all renewal, extension and substitute applications, make all lawful oaths, and provide reasonable assistance to aid Buyer, its successors, assigns and nominees to obtain and enforce proper protection for the Trademarks in all countries.

Trademarks

WEDDING TRACKER

2. Miscellaneous. This Trademark Assignment shall be subject to the terms and conditions of the Asset Purchase Agreement. Capitalized terms used without definition herein shall have the respective meanings set forth in the Asset Purchase Agreement.

The provisions hereof shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK. THE NEW YORK STATE COURTS SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK WILL HAVE JURISDICTION OVER ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY. THE PARTIES HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO WAIVES, AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS FOR ANY REASON OTHER THAN THE FAILURE TO LAWFULLY SERVE PROCESS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS EXEMPT OR IMMUNE FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS, (III) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE IN RESPECT THEREOF IS IMPROPER OR (IV) THAT THIS AGREEMENT, THE INSTRUMENTS AND DOCUMENTS HEREBY, AND THE SUBJECT MATTER THEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

This Trademark Assignment may be signed in any number of counterparts (including by facsimile), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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THE KNOT, INC


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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

THE KNOT, INC.

By: 
Name: David Liv
Title: CEO

THE WEDDING TRACKER, LLC

By: 
Name: SEAN MULLER
Title: PRINCIPAL

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

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