

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
Stateless Systems Pty Ltd		11/24/2010	Proprietary limited company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	RMN Acquisition Co., LLC		
Street Address:	515 South Congress Avenue, #700		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77814559	RETAILMENOT	
CORRESPONDENCE DATA			
Fax Number:	(650)687-1201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650 833 2373		
Email:	tmdocket@dlapiper.com, barbara.ellen@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq. c/o DLA Piper LLP		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
NAME OF SUBMITTER:		Paul A. McLean, Esq.	
Signature:		/Paul A. McLean/	
Date:		12/03/2010	
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made from Stateless Systems Pty Ltd, an Australian proprietary limited company registered in Victoria (Australian Company Number 127 487 852), in its capacity as trustee for the Stateless Systems Unit Trust (Australian Business Number 99 129 203 477) ("Assignor"), RMN Acquisition Co., LLC, a Delaware limited liability company ("Assignee"), a wholly-owned subsidiary of Whale Shark Media, Inc., a Delaware corporation ("Whale Shark"), its sole member, whose principal place of business is 515 South Congress Ave., #700, Austin, Texas 78704.

Assignor desires to assign to Assignee, and Assignee agrees to accept, all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth on Exhibit A attached hereto.

In consideration for Assignee entering into that certain Asset Purchase Agreement of even date herewith, by and among Assignor, Assignee, Whale Shark, and Guy King and Bevan Clark, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, including all common law rights therein and applications to register therefor, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

"Assignor"

Dated: 11/24/10

STATELESS SYSTEMS PTY LTD

By: 

Name: Bevan Clark

Its: Director

"Assignee"

RMN ACQUISITION CO., LLC

By: Whale Shark Media, Inc.

Its: Sole Member

By: _____

G. Cotter Cunningham

Its: President and Chief Executive Officer

Date: _____

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"Assignor"

Dated: 11/24/10

STATELESS SYSTEMS PTY LTD

By: _____

Name: _____

Its: _____

"Assignee"

RMN ACQUISITION CO., LLC

By: Whale Shark Media, Inc.

Its: Sole Member

By:  _____

G. Cotter Cunningham

Its: President and Chief Executive Officer

Date: 11/24/10

EXHIBIT A

Trademark	Current Owner	Application/ Registration No.	Jurisdiction	Status	Priority Date	Filing Date
RETAILMENOT	Stateless Systems Pty Ltd (Australian corporation)	Reg No.: 1315421	Australia	Registered		17-Aug-2009 (registration as of same date)
RETAILMENOT	Stateless Systems Pty Ltd (Australian corporation)	77/814559	United States of America	Published 9/29/10	17-Aug- 2009	27-Aug-2009
RETAILMENOT	Stateless Systems Pty Ltd (Australian corporation)	1032359	International Registration (WIPO) Designating European Community, China, Korea (South) and Singapore	Partially Registered (Partial refusal in Singapore)		9-Feb-2010 (provisional registration as of same date)
RETAILMENOT	Stateless Systems Pty Ltd (Australian corporation)	1469904	Canada	Pending Application		17-Feb-2010