

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
Registry Online, Inc.		12/20/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Internet Brands, Inc.		
Street Address:	909 N. Sepulveda Blvd.		
Internal Address:	11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75942684	FINDGIFT.COM	
CORRESPONDENCE DATA			
Fax Number:	(310)280-4842		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 280-4360		
Email:	alex.alexander@internetbrands.com		
Correspondent Name:	Alex Alexander		
Address Line 1:	909 N. Sepulveda Blvd.		
Address Line 2:	11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Alex Alexander		
Signature:	/Alex Alexander/		
Date:	01/24/2011		

OP \$40.00 75942684

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Registry Online, Inc. located at 1301 W. Shiloh Road, Suite 1811, Kennesaw, GA 30144 ("Assignor") is the record owner of the trademarks and service marks set forth in Exhibit A attached hereto (the "Marks");

WHEREAS, Internet Brands, Inc., a Delaware corporation with offices located at 909 North Sepulveda Blvd., 11th Floor, El Segundo, CA 90245 ("Assignee"), Internet Media Solutions, Inc., a California corporation and wholly-owned subsidiary of Assignee ("Buyer"), Assignor, Robert J. Zakrzewski ("Zakrzewski") and Gary Wolf ("Wolf," together with Zakrzewski, the "Shareholders"), entered into that certain Stock Purchase Agreement, dated as of December 20, 2010 (the "Purchase Agreement"), pursuant to which Buyer agreed to purchase and Shareholders of Assignor agreed to sell, convey, assign, transfer and deliver to Buyer, all of the outstanding capital stock of Assignor. Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to it in the Purchase Agreement; and

WHEREAS, Assignor desires that Assignee shall acquire all of the right, title and interest in the Marks as provided in the Purchase Agreement, and by this Assignment of Trademarks and Service Marks ("Assignment"), Assignor intends to sell, convey, assign and transfer to Assignee, its successors and assigns, the Marks and all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest it may now have, may ever have had or may ever have, in and to the Marks and the goodwill of the business symbolized thereby, including all rights to sue and recover for past infringements thereof.

Assignor further agrees that Assignor will, without demanding any further consideration therefore, at the request but at expense of Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments that may be or become necessary for obtaining, sustaining, or renewing the Marks, and for maintaining and perfecting Assignee's right to the Marks.

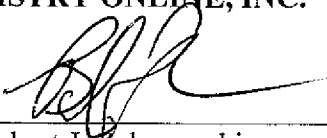
This assignment will be governed by and construed in accordance with the laws of the State of California without regard to any conflicts of law principles and it may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth below.

REGISTRY ONLINE, INC.

DATE: December 20, 2010

By: 
Robert J. Zakrzewski
Chief Executive Officer

INTERNET BRANDS, INC.

DATE: December 20, 2010

By: _____
Robert N. Brisco
Chief Executive Officer

ACKNOWLEDGED AND AGREED TO:

INTERNET MEDIA SOLUTIONS, INC.

DATE: December 20, 2010

By: _____
Robert N. Brisco
President

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth below.


REGISTRY ONLINE, INC.

DATE: December 20, 2010

By: _____
Robert J. Zakrzewski
Chief Executive Officer

INTERNET BRANDS, INC.

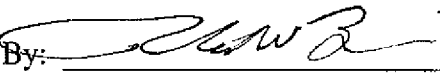
DATE: December 20, 2010

By:  _____
Robert N. Brisco
Chief Executive Officer

ACKNOWLEDGED AND AGREED TO:

INTERNET MEDIA SOLUTIONS, INC.

DATE: December 20, 2010

By:  _____
Robert N. Brisco
President

Schedule A

Trademark and Service Mark Assignment

By and between Registry Online, Inc. (Assignor)
and Internet Brands, Inc. (Assignee)

	<u>Mark</u>	<u>Registration No.</u>
FindGift.com		2850002