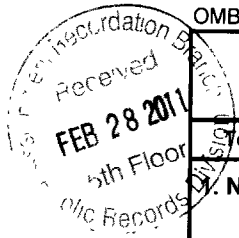


02/28/2011



103618631



To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Peter-Christoph Haider

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State _____
- Other _____

Citizenship (see guidelines) Germany

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 25, 2011

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name GRUPTION LLC

Internal Address _____

Street Address 400 Florence Street

City Palo Alto

State California

Country USA Zip 94301

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship California, U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

B Trademark Registration No (s)

3,816,266

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Susan B. Horwitz

Internal Address _____

Street Address 401 Florence Street

City Palo Alto

State California Zip 94301

Phone Number 650/327-9801

Fax Number 650/618-1863

Email Address shorwitz@computerlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/28/2011 KWHITE1 00000004 3816266

Deposit Account Number _____

01 FC:8521

Authorized User Name _____

40.00

9. Signature:

Susan B. Horwitz
Signature

February 23, 2011

Date

Susan B. Horwitz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

3

TRADEMARK ASSIGNMENT

This Trademark Assignment, made this 25th day of January, 2011, by and between Peter-Christoph Haider, an individual, located at Stepbergweg 5, Grainau, Federal Republic of Germany 82491, (hereinafter referred to as "HAIDER") and GROUPION LLC, a California limited liability company, located at 400 Florence Street, Palo Alto, California (hereinafter referred to as "GROUPION");

WHEREAS, HAIDER has adopted, used, is using and is the owner of all right, title and interest in and to the trademark "GROUPION", U.S. Registration No. 3, 816,266, both for goods and services in the field of computer software and related services (the "Trademark") and

WHEREAS, GROUPION is desirous of acquiring all of HAIDER'S rights, title and interest in and to the Trademark, including but not limited to the Registration, any pending application, any common law or other unregistered rights in the Trademark, and the goodwill of the business symbolized by the Trademark (the "Goodwill");

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. HAIDER hereby assigns unto GROUPION, free and clear of all known encumbrances, any and all right, title and interest throughout the world in and to the Trademark, the Registration, any pending application, any common law or other unregistered rights in the Trademark, and the Goodwill, including all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment.

2. HAIDER represents that there are no third party claims against the Trademark, that the information in the Registration is true and correct; that it has not granted any licenses in regard to the Trademark and that it is not subject to any liens. HAIDER agrees to indemnify and hold harmless GROUPION from and against any claims, losses or damages, including reasonable attorney's fees, arising from or related to a breach of any of the representations made herein or from HAIDER'S use of the Trademark prior to the date of this Assignment.

3. In order to give full force and effect to the assignment granted herein, HAIDER agrees to reasonably cooperate (without additional cost or liability) with GROUPION in recording with appropriate state and federal Trademark Offices documents necessary to evidence the assignment granted herein.

4. The possession by HAIDER of the Trademark is transferred as of the Effective Date of this Assignment as provided herein.

5. This Agreement shall be binding on the successors and assigns of HAIDER and GROUPION.

6. This Agreement shall be governed by the laws of the State of California.

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TRADEMARK

REEL: 004485 FRAME: 0233

7. The Effective Date of this Assignment shall be the date of signature of the last party to sign the instant agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

HAIDER:

PETER-CHRISTOPH HAIDER, an individual

By: 
Peter-Christoph Haider

GROUPION:

GROUPION LLC, a California Limited Liability Company

By: 
Peter-Christoph Haider, Manager and Member