

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
Business.com, Inc.		02/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Resource Nation, Inc.
Street Address:	420 Stevens Avenue, Suite 100
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3198875	BUSINESS BEGINS HERE
Registration Number:	3203166	BUSINESS.COM
Registration Number:	3198827	
Registration Number:	2652884	BUSINESS.COM THE BUSINESS SEARCH ENGINE
Registration Number:	2647508	BUSINESS.COM THE BUSINESS SEARCH ENGINE
Registration Number:	2685353	SEARCH THE BUSINESS INTERNET
Registration Number:	2671096	SEARCH THE BUSINESS INTERNET
Registration Number:	3573911	SMART BUSINESS RESULTS
Registration Number:	3647990	TASKONOMY
Registration Number:	3644569	WHAT WORKS
Registration Number:	3611252	WHAT WORKS
Registration Number:	3611251	WORK.COM HOW-TO GUIDES FOR YOUR BUSINESS

CORRESPONDENCE DATA

900184873

**TRADEMARK
 REEL: 004485 FRAME: 0912**

OP \$315.00 3198875

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-570-1909
Email: gwilliam@goodwinprocter.com
Correspondent Name: Gregory S. William
Address Line 1: Goodwin Procter LLP, Exchange Place
Address Line 2: Attn: Trademark Administrator
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120193/205134
NAME OF SUBMITTER:	Gregory S. William
Signature:	/Gregory S. William/
Date:	02/24/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 14th day of February, 2011, by and between Business.com, Inc., a corporation organized and existing under the laws of Delaware ("Assignor"), and Resource Nation, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby, if any;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith, and solely to the extent such rights remain in certain Marks despite abandonment, non-use or otherwise), together with the goodwill of the business symbolized thereby and appurtenant thereto, if any, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

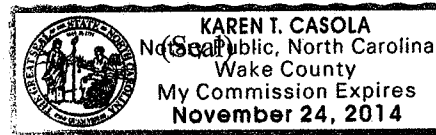
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: BUSINESS.COM, INC.
Name: Mark Hianik
Signature: [Handwritten Signature]
Title: Senior Vice President,
General Counsel and
Corporate Secretary

NOTARIZATION

On this 14th day of February, 2011, before me, the undersigned Notary Public, personally appeared MARK HIANIK, proved to me through satisfactory evidence of identification, which was/were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Karen T. Casola
Signature of Notary



My Commission Expires: Nov. 24, 2014.

ASSIGNEE: RESOURCE NATION, INC.
Name: _____
Signature: _____
Title: _____

On this ____ day of February, 2011, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: BUSINESS.COM, INC.

Name: Mark Hianik

Signature: _____
Title: Senior Vice President,
General Counsel and
Corporate Secretary

NOTARIZATION

On this _____ day of February, 2011, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: RESOURCE NATION, INC.

Name: Ryan Peddyford

Signature: [Handwritten Signature]
Title: CEO

On this 12 day of February, 2011, before me, the undersigned Notary Public, personally appeared Ryan Peddyford, proved to me through satisfactory evidence of identification, which was/were California Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Handwritten Signature]
Signature of Notary



My Commission Expires: June 19, 2014

Signature page to Trademark Assignment

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Feb. 12, 2011 before me, Jung Ran Choi, Notary Public
(Here insert name and title of the officer)

personally appeared Ryan Peddyard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 250 Document Date Feb. 12, 2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Registration No.</i>
BUSINESS BEGINS HERE	United States	78/844597	3198875
BUSINESS.COM	United States	78/840122	3203166
BUSINESS.COM DESIGN	United States	78/840132	3198827
BUSINESS.COM THE BUSINESS SEARCH ENGINE	United States	76/265931	2652884
BUSINESS.COM THE BUSINESS SEARCH ENGINE	United States	76/265932	2647508
SEARCH THE BUSINESS INTERNET	United States	76/164051	2685353
SEARCH THE BUSINESS INTERNET	United States	76/164052	2671096
SMART BUSINESS RESULTS	United States	78/443044	3573911
TASKONOMY	United States	77/007835	3647990
GET IT DONE GUIDE	United States	78/939676	
AMERICA'S BEST STARTUP	United States	78/939679	
MYBUSINESS	United States	76/223269	
PURE BUSINESS INFORMATION	United States	76/212893	
PURE BUSINESS INFORMATION	United States	76/212894	
ORGANIZED BUSINESS INFORMATION WITHOUT THE CLUTTER	United States	76/163883	
B-ALERT	United States	76/163884	
SEARCH THE BUSINESS INTERNET	United States	76/164050	
PURE BUSINESS INFORMATION	United States	76/164053	
SEARCH THE BUSINESS INTERNET	United States	76/143592	
SEARCH THE BUSINESS INTERNET BUSINESS.COM	United States	76/143593	
SEARCH THE BUSINESS INTERNET BUSINESS.COM	United States	76/143599	

Exhibit A - Trademark Assignment

MISSION ACCOMPLISHED	United States	76/141164	
MISSION ACCOMPLISHED	United States	76/141165	
MISSION ACCOMPLISHED	United States	76/141173	
BUSINESS.COM	United States	76/063127	
BUSINESS.COM	United States	75/980848	
BUSINESS.COM	United States	78/007078	
BUSINESS.COM	United States	76/026814	
@BUSINESS.COM	United States	76/003118	
BUSINESS.COM COMPANION	United States	75/930655	
WHERE BUSINESS STARTS ON THE INTERNET	United States	75/840920	
BUSINESS.COM	United States	75/309765	
BUSINESS.COM	United States	75/114876	
WHAT WORKS	United States	77/430014	3644569
WHAT WORKS	United States	77/430060	3611252
WORK.COM HOW-TO GUIDES FOR YOUR BUSINESS (AND DESIGN)	United States	77/430011	3611251
WORKI	United States	77/007830	
BUSINESS.COM LOGO	Canada	107799900	
BUSINESS.COM	Czech Republic	159768	
BUSINESS.COM	Poland	225188	
BUSINESS.COM	India	961808	
BUSINESS.COM	Japan	2000-110280	
BUSINESS.COM	New Zealand	624563	