

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
Slow Travel, Inc.		12/19/2006	CORPORATION: NEW MEXICO
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	
Registration Number:	3001329	SLOW TRAVEL	
CORRESPONDENCE DATA			
Fax Number:	(310)280-5112		
Phone:	(310) 280-4362		
Email:	lynn.walsh@internetbrands.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	B. Lynn Walsh		
Address Line 1:	909 N. Sepulveda Blvd.		
Address Line 2:	11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	B. Lynn Walsh		
Signature:	/B. Lynn Walsh/		

OP \$40.00 3001329

900203058

**TRADEMARK
 REEL: 004630 FRAME: 0800**

Date:

09/26/2011

Total Attachments: 6

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") made this 19th day of December, 2006 by and among Internet Brands, Inc., a Delaware corporation ("Internet Brands"), Slow Travel, Inc., a New Mexico corporation ("Seller") and Pauline Kenny, the sole owner of Seller ("Owner").

WHEREAS, Internet Brands, Seller and Owner have entered into an Asset Purchase and Sale Agreement dated as of December 11, 2006 (the "Asset Purchase Agreement"; any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Asset Purchase Agreement) pursuant to which Internet Brands agreed to purchase and accept delivery from Seller and Owner, and Seller and Owner agreed to sell, convey, assign, transfer and deliver to Internet Brands, on the date set forth above, certain properties, assets and rights and to assume certain contractual obligations of Seller; and

WHEREAS, by other instruments of sale, assignment and transfer Seller and Owner has sold, conveyed, assigned and transferred to Internet Brands substantially all of Seller's properties and assets, and Seller and Owner desire to make certain that Internet Brands shall acquire all of the properties, assets, rights and interest of Seller to be sold to Internet Brands as provided in the Asset Purchase Agreement, and by this Agreement Seller and Owner intend to sell, convey, assign and transfer to Internet Brands, its successors and assigns all of Seller's properties, assets, rights and interests to be sold to Internet Brands as provided in the Asset Purchase Agreement irrespective of the separate assignments and transfer thereof to Internet Brands as aforesaid (but all operating as one conveyance, assignment and transfer thereof).

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the premises and of other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and of the mutual covenants herein set forth, Seller and Owner have given, granted, conveyed, assigned, transferred, sold, released, alienated, set over and confirmed and do hereby give, grant, convey, assign, transfer, sell, release, alienate, set over and confirm unto Internet Brands, its successors and assigns, forever, as an entity, all of Seller's properties, assets and rights (collectively, the "Assets") identified on Schedule 1.1 of the Asset Purchase Agreement.

PROVIDED, HOWEVER, that nothing herein shall be deemed to constitute an assignment or an attempt to assign any contract or other agreement to which Seller is a party if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or affect in any way the rights of Seller thereunder and such consent has not been given; but Seller and Owner will cooperate with Internet Brands in any reasonable arrangement designed to provide for Internet Brands the benefits under any such contract or agreement including the enforcement, at the cost and for the benefit of Internet Brands, of any and all rights of Seller against such other party

or parties thereto arising out of any breach or cancellation thereof by such other party or parties or otherwise;

TO HAVE AND TO HOLD all of such property, assets, rights and interests hereby given, granted, conveyed, assigned, transferred, sold, released, alienated, set over, and confirmed or intended so to be unto Internet Brands to and for the use of Internet Brands, its successors and assigns, forever.

AND IN FURTHER CONSIDERATION as aforesaid, each of Seller and Owner, for itself, its successors and assigns, has covenanted, bargained and agreed and by this Agreement Seller hereby covenants, bargains and agrees with Internet Brands, its successors and assigns, as follows:

1. Except as expressly set out in the Asset Purchase Agreement, as of the date of this Agreement Seller and Owner are the true and lawful owners and have good and marketable title to the properties, assets, and rights sold, conveyed, assigned and transferred by this Agreement or by separate conveyance, assignment and transfer, free and clear of any mortgage, pledge, assessment, security interest, lease, lien, right of possession in favor of any third party, adverse claim, levy, change or other encumbrances of any kind; Seller and Owner have full power, good right and lawful authority to sell, convey, assign and transfer the foregoing properties, assets and rights, and it will warrant and defend the said properties, assets and rights to the Internet Brands, its successors and assigns, against all and every person or entity whomsoever.

2. Upon written request of Internet Brands, Seller and Owner from time to time will execute and deliver to Internet Brands, without further consideration but without expense to Seller or Owner, such other and further instruments of sale, conveyance, assignment and transfer as Internet Brands may reasonably request for the more effective sale, conveyance, assignment and transfer to Internet Brands of any of the such properties, assets and rights.

3. Each of Seller and Owner hereby makes, constitutes and appoints Internet Brands the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name and stead of Seller, but on behalf of and for the benefit of Internet Brands, to demand and receive any and all of the aforesaid properties, assets and rights of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise at the expense and for the benefit of Internet Brands, any and all actions, suits and proceedings at law, in equity or otherwise that Internet Brands may deem proper in order to collect or reduce in possession any of the aforesaid properties, assets and rights of Seller and/or in order to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred and to do all acts and things in relation to the properties, assets and rights sold, conveyed, assigned and transferred to Internet Brands hereunder that Internet Brands shall deem desirable, Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller or in any other manner or for any reason whatsoever.

4. Seller and Owner hereby agree to forward to Internet Brands with reasonable dispatch all mail, telegrams, communications express and other packages addressed to Seller and relating to the Purchased Assets.

5. Except as expressly set out in the Asset Purchase Agreement, Internet Brands has not agreed to pay, will not be required to assume and will have no liability or obligation, direct or indirect, absolute or contingent, for the liabilities of Seller or Owner or any of their respective affiliates or associates, which liabilities will, as among Seller and Owner, on the one hand, and Internet Brands, on the other hand, remain the sole responsibility of, and will be satisfied by, Seller and Owner.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to such state's conflicts of law principles and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature page follows]


IN WITNESS WHEREOF, the parties have duly executed his Agreement as of the date first above written.

INTERNET BRANDS:

SELLER:

INTERNET BRANDS, INC.

SLOW TRAVEL, INC.

By: 
B. Lynn Walsh
Exec. VP, Corporate Development

By: _____
Pauline Kenny
Title: President

OWNER

Pauline Kenny

Bill of Sale and Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties have duly executed his Agreement as of the date first above written.

INTERNET BRANDS:

SELLER:

INTERNET BRANDS, INC.

SLOW TRAVEL, INC.

By: _____
B. Lynn Walsh
Exec. VP, Corporate Development

By: Pauline Kenny
Pauline Kenny
Title: President

OWNER

Pauline Kenny
Pauline Kenny

Schedule 1.1 to Asset Purchase and Sale Agreement

Purchased Assets

1. Domain and subdomains:
 - slowtrav.com
 - slowphotos.com
 - slowtalk.com
 - slowtrav.net
 - slowtrav.org
 - slowtrav.us
 - slowtravel.us

2. Software and Content Databases, including the following software:
 - PhotoPost (All Enthusiast Inc.)
 - Movable Type (Six Apart Ltd.)
 - Google Map Maker (Steve Cohen)
 - Trip Reports software (Christine Coburn)
 - Reviews software (Christine Coburn)
 - Trip Calendar software (Christine Coburn)
 - Classifieds software (Christine Coburn)

3. User databases

4. Member e-mail lists

5. Intellectual property rights:
 - Slow Travel trademark

6. Advertising and Marketing Accounts