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# 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
Inhabitat, LLC		08/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

# **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:	3244575	INHABITAT

# **CORRESPONDENCE DATA**

Fax Number: (310)280-4842 Phone: (310) 280-4360

Email: alex.alexander@internetbrands.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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/

TRADEMARK
REEL: 004630 FRAME: 0808

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Date:	09/26/2011
Total Attachments: 3 source=Trademark Assignment to IB#page1.tif source=Trademark Assignment to IB#page2.tif source=Trademark Assignment to IB#page3.tif	

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of August 31, 2011, by Inhabitat, LLC, a Delaware limited liability company ("Seller"), to and for the benefit of Internet Brands, Inc., a Delaware corporation ("Internet Brands") and Internet Marketing Solutions of Nevada, Inc., a Nevada corporation and whollyowned subsidiary of Internet Brands ("Purchaser").

Seller, Purchaser, Internet Brands, Jill Fehrenbacher and Thomas Ermacora have entered into that certain Asset Purchase and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Purchaser will purchase the Purchased Assets (as defined under the Purchase Agreement) from Seller, in exchange for the consideration set forth in the Purchase Agreement. In accordance with and subject to the Purchase Agreement, Seller shall assign to Purchaser all right, title and interest in and to the trademarks (the "Marks") set forth on Attachment A hereto, together with the good will of the business pertaining thereto.

Now, therefore, in consideration for entering into the Purchase Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns, transfers, grants, sells and otherwise conveys to Purchaser all right, title and interest in and to the Marks, including all common law rights therein and applications to register therefor, if any, 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 Purchaser own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

Seller hereby requests all other trademark officials and offices to issue, to Purchaser, any and all registrations, as applicable to such officials or offices, on or arising from the Marks or any of them, for the use and benefit of Purchaser, its successors, legal representatives, and assigns.

This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

This Assignment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

[Signature page follows]

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Seller as of the date first written above.

SELLER:

INHABITAT, LKO

Зу: \_\_

Jill Pehrenbacher

Manage

[Signature Page to Trademark Assignment]

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# **ATTACHMENT A**

# MARKS ASSIGNED

<u>Mark</u> INHABITAT Registration No. 3,244,575

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RECORDED: 09/26/2011

TRADEMARK REEL: 004630 FRAME: 0812