

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Centerd Corporation		07/31/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coffee Roasting Co.		
<b>Street Address:</b>	1600 Amphitheatre Parkway		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4027208	DEALEXCHANGE	
<b>Serial Number:</b>	85117530	DEALSENSE	
<b>Serial Number:</b>	77555404	PLACECONNECT	
<b>Registration Number:</b>	3868697	THE DEALMAP	
<b>Registration Number:</b>	3926968	YOUR CITY. ON SALE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)618-8571		
<b>Phone:</b>	6502530000		
<b>Email:</b>	pamrolph@google.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Google Inc.		
<b>Address Line 1:</b>	1600 Amphitheatre Parkway		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94043		
<b>ATTORNEY DOCKET NUMBER:</b>	DEALMAP US RECORDALS		

CH \$140.00 4027208

**900207475**

**TRADEMARK**  
**REEL: 004662 FRAME: 0911**

NAME OF SUBMITTER:	Andrew Abrams
Signature:	/AndrewAbrams/
Date:	11/18/2011
<b>Total Attachments: 6</b> source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (“Assignment”) is effective as of the 31st day of July, 2011, by and between Center’d Corporation, a Delaware corporation, (“Assignor”) and Coffee Roasting Co., a Delaware corporation (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated July 31, 2011 (the “Purchase Agreement”) pursuant to which Assignor has sold, and Assignee has purchased the trademarks (including any registrations and applications for registration therefore) and the Internet domain names and registrations therefor included in the Transferred Assets, including those identified and set forth on Schedule A attached hereto, and all other rights appurtenant (including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past and future infringement, in the United States of America and all other countries and jurisdictions of the world) in and to said trademarks and domain names (hereinafter collectively referred to as the “Trademarks” and such Internet domain names included in the Trademarks the “Domain Names”);

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, the Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the assignment of, all rights, title and interest as Assignor may possess in, to and under the Trademarks worldwide, together with (i) the goodwill symbolized by and associated with said Trademarks and the business or portion of the business to which the Trademarks pertain, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, (ii) all registrations and applications for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, (iv) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks (whether arising prior to or subsequent to the date of this Assignment), and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor shall execute such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignor's reasonable cost and expense, to fulfill the provisions of and to give Assignee the full benefit of this Agreement, including the execution and delivery of documents and instruments (A) effecting or evidencing the transfer or assignment to Assignee, free and clear of all Liens, of the Trademarks, including any documents or communications reasonably necessary for transferring the Domain Names to Assignee as required by any domain name registrar and (B) enabling the perfection of Assignee's interest in the Trademarks. Assignor hereby appoints Assignee's in-house counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) for this limited purpose.
  
3. This Assignment shall be governed by the governing law provision of the Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

END OF PAGE  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

**ASSIGNOR**

**CENTER'D CORPORATION**

By: 

Name:

Title:

Address:

**ASSIGNEE**

**COFFEE ROASTING CO.**

By: \_\_\_\_\_

Name:

Title:

Address:

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

**TRADEMARK**  
**REEL: 004662 FRAME: 0915**

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

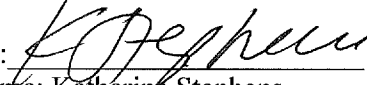
**ASSIGNOR**

CENTER'D CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**ASSIGNEE**

COFFEE ROASTING CO.

By:   
Name: Katherine Stephens  
Title: CEO, President & Secretary  
Address: 1600 Amphitheatre Parkway  
Mountain View, CA 94043

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

## SCHEDULE A

### REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
DEALEXCHANGE	85115364	08/25/10
DEALMAP (Canada)	1471895	03/04/10
DEALSENSE	85117530	08/27/10
DEALMAP (CTM)	8928641	03/04/10
PLACECONNECT	77555404	08/25/08
THE DEALMAP	77940312	02/19/10
YOUR CITY. ON SALE.	85003365	03/31/10

## DOMAIN NAMES

Domain Name	Registrar	Registrant	Registration Date	Expiration Date
dailydealswrapup.com	NameCheap	Center'd Corporation	8/19/2010 6:31:40 PM	8/19/2011 6:31:00 PM
dealexplora.com	NameCheap	Center'd Corporation	12/11/2009 2:41:04 PM	12/11/2011 7:41:49 PM
dealmap.in	NameCheap	Center'd Corporation	2/11/2010 3:42:24 PM	2/11/2012 8:42:20 PM
dealmap.me	NameCheap	Center'd Corporation	2/11/2010 3:42:29 PM	2/11/2012 8:42:27 PM
dealmap.mobi	NameCheap	Center'd Corporation	2/11/2010 3:42:34 PM	2/11/2012 8:42:33 PM
dealmap.us	NameCheap	Center'd Corporation	2/11/2010 3:42:42 PM	2/10/2012 11:59:59 PM
dealroadmap.com	NameCheap	Center'd Corporation	12/11/2009 2:41:08 PM	12/11/2011 7:41:54 PM
dealsnear.com	NameCheap	Center'd Corporation	12/11/2009 2:41:13 PM	12/11/2011 7:41:58 PM
localdealmap.com	NameCheap	Center'd Corporation	12/11/2009 2:41:17 PM	12/11/2011 7:42:03 PM
mapofdeals.com	NameCheap	Center'd Corporation	12/11/2009 2:41:21 PM	12/11/2011 7:42:07 PM
mydealmap.com	NameCheap	Center'd Corporation	4/22/2010 6:52:40 PM	4/22/2012 6:52:00 PM
nearguide.com	NameCheap	Center'd Corporation	12/11/2009 2:41:25 PM	12/11/2011 7:42:10 PM
thedealmap.biz	NameCheap	Center'd Corporation	1/20/2010 5:45:58 PM	1/19/2012 11:59:59 PM
thedealmap.co.uk	NameCheap	Center'd Corporation	1/20/2010	1/20/2012 10:46:00 PM
thedealmap.com	NameCheap	Center'd Corporation	12/11/2009 2:41:29 PM	12/11/2019 7:42:14 PM
thedealmap.in	NameCheap	Center'd Corporation	1/20/2010 5:46:17 PM	1/20/2012 10:46:18 PM
thedealmap.info	NameCheap	Center'd Corporation	1/20/2010 5:46:22 PM	1/20/2012 10:46:24 PM
thedealmap.me	NameCheap	Center'd Corporation	2/11/2010 3:45:54 PM	2/11/2012 8:45:55 PM
thedealmap.mobi	NameCheap	Center'd Corporation	1/20/2010 5:46:27 PM	1/20/2012 10:46:29 PM
thedealmap.net	NameCheap	Center'd Corporation	1/20/2010 5:46:31 PM	1/20/2012 10:46:34 PM
thedealmap.org	NameCheap	Center'd Corporation	1/20/2010 5:46:36 PM	1/20/2012 10:46:38 PM
thedealmap.org.uk	NameCheap	Center'd Corporation	2/11/2010	2/11/2012 8:42:00 PM
thedealmap.tv	NameCheap	Center'd Corporation	1/20/2010 10:46:00 PM	1/20/2012 10:46:00 PM
thedealmap.us	NameCheap	Center'd Corporation	1/20/2010 5:46:45 PM	1/19/2012 11:59:59 PM
DEALMAP.CA	101Domain	Dan Visnick	2/12/2010	02/23/12
THEDEALMAP.CA	101Domain	Dan Visnick	2/12/2010	02/23/12
DEALMAP.CN.COM	101Domain	Dan Visnick	2/11/2010	02/11/12
THEDEALMAP.EU	101Domain	Dan Visnick	2/11/2010	02/10/12
THEDEALMAP.DE	101Domain	Dan Visnick	2/11/2010	02/10/12
THEDEALMAP.ASIA	101Domain	Dan Visnick	2/11/2010	02/11/12
THEDEALMAP.CN.COM	101Domain	Dan Visnick	2/11/2010	02/11/12
tdeal.mp	Get.mp	Dan Visnick	3/1/2010	03/01/12