900215320 02/21/2012

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
You vs. The Internet, LLC		110/31/2011	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Microsoft Corporation	
Street Address:	One Microsoft Way	
City:	Redmond	
State/Country:	WASHINGTON	
Postal Code:	98052-6399	
Entity Type: CORPORATION: WASHINGTON		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85426734	WORDAMENT

CORRESPONDENCE DATA

Fax Number: (877)769-7945
Email: tmdoctc@fr.com

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

Mail.

Correspondent Name: Lisa M. Martens
Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	29116-0248001
NAME OF SUBMITTER:	Lisa M. Martens
Signature:	/lisa m. martens/
Date:	02/21/2012

Total Attachments: 3

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ASSIGNMENT OF COPYRIGHTS, DOMAIN NAMES AND TRADEMARKS

This Assignment of Copyrights, Domain Names and Trademarks (this "Assignment"), dated as of October 31, 2011, is made by You vs. The Internet, LLC, a Washington limited liability company ("Assignor"), for the benefit of Microsoft Corporation, a Washington corporation ("Assignee").

- A. Pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among the Assignor, Assignee, Jason Cahill and John Thornton (the "Asset Purchase Agreement"), Assignee is acquiring certain assets of Assignor;
- B. Assignor has created and is the owner of (i) certain registered and unregistered works of authorship (the "Copyrights"), (ii) certain registered and unregistered domain names and URL's (the "Domain Names") and (iii) the registered trademark set forth on Schedule A hereto and certain unregistered trademarks that have been adopted and used by Assignor (the "Marks"), each of which constitutes an item of Seller IP, as such term is defined in the Asset Purchase Agreement; and
- C. Pursuant to and in furtherance of the Asset Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire, all right, title, and interest in and to the Copyrights, the Domain Names and the Marks.

In consideration of the premises and covenants set forth in this Assignment, and for a portion of the consideration to be received by Assignor in connection with the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- 1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to (a) the Copyrights, (b) the Domain Names, (c) the Marks (together with the goodwill of the business associated with the Marks), free and clear of all Encumbrances (as defined in the Asset Purchase Agreement).
- 2. Further Assurances. Assignor agrees that no rights in the Copyrights, the Domain Names or the Marks are retained by Assignor. Assignor covenants and agrees that it or he shall execute such other and further assignments and documents as the Assignee may reasonably request to carry out, give effect to or to evidence this Assignment.
- 3. Successors and Assigns. This Assignment and all of its terms shall inure to the benefit of Assignee, and its successors and assigns, and shall bind Assignor, and its successors and assigns.
- 4. Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to conflicts of laws principles).
- **5. Conflicts.** This Assignment is entered into in connection with and pursuant to the Asset Purchase Agreement and shall, to the extent possible, be construed to be consistent

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therewith. In the event of any conflict between the terms hereof and of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

ASSIGNOR:

YOU VS. THE INTERNET, LLC, a Washington limited liability company

Bv:

ason Cahill, Member

By

John Thornton Member

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SCHEDULE A

Registered Trademark

Word Mark

Serial Number

Filing Date

Wordament

85426734

September 20, 2011

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RECORDED: 02/21/2012