

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyperpublic, Inc.		02/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Groupon, Inc.		
Street Address:	600 West Chicago Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4089937	HYPERPUBLIC	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
Phone:	312-368-4000		
Email:	ch.tm@dlapiper.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:	Jennifer E. Lacroix		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	366675-000059		
NAME OF SUBMITTER:	Jennifer E. Lacroix		
Signature:	/Jennifer E. Lacroix/		
Date:	02/28/2012		

CH \$40.00 4089937

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is entered into by and between **Groupon, Inc.**, a Delaware corporation (the "Purchaser" or "Assignee"), and **Hyperpublic, Inc.**, a Delaware corporation (the "Seller" or "Assignor").

RECITALS

A. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated February 17, 2012 (the "Merger Agreement"), Groupon Hyperpublic, Inc., a Delaware corporation and wholly-owned subsidiary of the Purchaser, is merged with and into the Seller (the "Merger");

B. WHEREAS, as a result of the Merger, the Seller is a wholly-owned subsidiary of Purchaser;

C. WHEREAS, Seller desires to assign to Purchaser all of Seller's right, title and interest in, to or under any and all intellectual property, whether registered or unregistered, including, but not limited to, all of the intellectual property listed in Schedule A attached hereto (collectively, the "Intellectual Property Assets"); and

D. WHEREAS, Purchaser desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets;

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

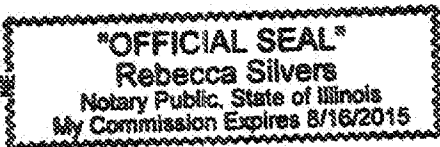
Hyperpublic, Inc.

By: J. Hart
Name: Jason Harstein
Title: SVP
Date: 2/17/12

STATE OF IL)
COUNTY OF COOK) SS.

Subscribed and sworn to before me this 17 day of Feb, 2012

[Signature]
Notary Public



My Commission Expires:
8/16/15

Schedule A

Domain Names

DOMAIN NAME	REGISTRAR	REGISTRATION DATE	EXPIRATION
hyperpublic.com	Dreamhost	9/29/10	9/29/12
hyperpublic.net	Dreamhost	4/21/11	4/21/12
hyperpublic.co	GoDaddy	4/21/11	4/20/12
jumpost.com	GoDaddy	10/13/09	10/13/12

Trademarks

MARK	COUNTRY	GOODS/SERVICES	FILING DATE	SERIAL NO.	REG. NO.
HYPERPUBLIC	U.S.A.	Classified advertising services; providing an online interactive website obtaining users comments concerning places of interest, people, and various items for sale; providing an online website featuring local news and information	1/13/2011	85216797	4089937