900216078 02/29/2012

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
Goowy Media Inc.		02/15/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	AOL Inc.	
Street Address:	22000 AOL Way	
City:	Dulles	
State/Country:	VIRGINIA	
Postal Code:	20166	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3816402	YOURMINIS

CORRESPONDENCE DATA

 Fax Number:
 (202)857-6395

 Phone:
 202-857-8977

 Email:
 bushd@arentfox.com

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

Mail.

Correspondent Name: Douglas R. Bush

Address Line 1: 1050 Connecticut Ave. NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	AOL 19428-13843
NAME OF SUBMITTER:	Douglas R. Bush
Signature:	/D. R. Bush/
Date:	02/29/2012

Total Attachments: 2

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TRADEMARK REEL: 004726 FRAME: 0859 3816402

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** ("<u>Agreement</u>"), effective as of the ______ day of February 2012, is made and entered into by and among Goowy Media Inc., a California Corporation with a place of business at 22000 AOL Way, Dulles, VA 20166, ("Assignor") and AOL Inc., a Delaware corporation, having a place of business at 22000 AOL Way, Dulles, VA 20166 ("Assignee").

RECITALS

- A. Assignor adopted and owned various names and marks and registered or sought to register the same, including the mark YOURMINIS, which has been registered with the US Patent and Trademark Office, Registration No. 3816402 (hereinafter the "Marks");
- B. Assignee has acquired all right, title and interest in and to the Marks, including the applications and registrations thereof as the successor in interest to that portion of Assignor's ongoing and existing business to which the Marks pertain as of the effective date written above;
- C. Assignor and Assignee wish to ratify and confirm the assignment of the Marks from Assignor to Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys, and delivers to the Assignee all right, title, and interest in and to the Marks, including without limitation (i) all applications and registrations for the Marks, (ii) all rights in the Marks provided by international conventions or treaties, (iii) any and all goodwill of the business symbolized by each of the Marks, (iv) all renewals and extensions of registrations thereof that may be secured under the laws of any jurisdiction, and (v) any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present, and future infringement, dilution, misappropriation, or other violation thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction.

2. At the request of Assignee, Assignor shall execute and deliver such documents or take such other actions as may be reasonably necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative.

GOOWY MEDIA INC.

(Assignor)

Name: Anne Cornelius

Title: Assistant General Counsel