# 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
Uptake Networks, Inc.		02/27/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Groupon, Inc.
Street Address:	600 West Chicago Avenue
Internal Address:	Suite 620
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3740575	UPTAKE

# **CORRESPONDENCE DATA**

Fax Number: (312)236-7516 Phone: 312-368-4000

Email: mary.wysocki@dlapiper.com

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

via US Mail.

Correspondent Name: Jennifer E. Lacroix Address Line 1: P. O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

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TRADEMARK REEL: 004736 FRAME: 0981 \$40.00

Date:	03/15/2012
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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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

# **RECITALS**

- A. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated February 27, 2012 (the "Merger Agreement"), Groupon Uptake, Inc., a Delaware corporation and a wholly-owned subsidiary of the Purchaser, is merging with and into the Seller (the "Merger");
- B. WHEREAS, as a result of the Merger, the Seller will be a wholly-owned subsidiary of Purchaser;
- C. WHEREAS, after the Merger, 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 <u>Schedule A</u>, attached hereto (collectively, the "<u>Intellectual Property Assets</u>"); 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.

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- 2. <u>Assignor Covenant</u>. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.
- 3. <u>Authorization</u>. 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. <u>Acceptance of Assignment</u>. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.
- 5. <u>Further Assurances</u>. 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.

and representatives therealto daily additions	
	Uptake Networks, Inc.
	By:
	Name: 12:00 Harriten
	Title: $\frac{SVP}{23//2}$
	Date: $\frac{2/23//2}{}$
STATE OF)	
STATE OF ( ) ) SS. COUNTY OF ( OOK )	
Subscribed and sworn to before me	this 23 day of February, 2012.
	Notary Public
"OFFICIAL SEAL"	Notary 1 done
Silvere	My Commission Expires:
Notary Public, State of Illinois Notary Public, State of Illinois Ny Commission Expires 8/16/2015	8/16/15
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IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

Groupon, Inc.

By:  $\int \frac{d^{2}x}{\sqrt{2}} dx$ Name:  $\int \frac{d^{2}x}{\sqrt{2}} dx$ Title:  $\int \frac{d^{2}x}{\sqrt{2}} dx$ 

STATE OF COUNTY OF ( ) will

Subscribed and sworn to before me this  $\frac{23}{6000}$  day of  $\frac{10000}{10000}$ , 2012.

"OFFICIAL SEAL" Rebecca Silvers
Notary Public, State of Illinois
y Commission Expires 8/16/2015

My Commission Expires:

# Schedule A

**Table 1: TRADEMARKS** 

Trademark	Jurisdiction	Status	Reg. No.	Reg. Date	Owner Name
UPTAKE	Community Trademark	Registered	7212277	April 29, 2009	UpTake Networks, Inc.
UPTAKE	Australia	Registered	1260539	September 1, 2008	UpTake Networks, Inc.
UPTAKE	Canada	Registered	TMA754202	November 30, 2009	UpTake Networks, Inc.
UPTAKE	Japan	Registered	5226222		UpTake Networks, Inc.
UPTAKE	U.S.	Registered	3740575	January 19, 2010	UpTake Networks, Inc.
(word & design)		Unregistered			UpTake Networks, Inc.
TRAVEL LIKE YOU'VE BEEN THERE BEFORE.		Unregistered			UpTake Networks, Inc.
ASK FRIENDS WHO KNOW		Unregistered			UpTake Networks, Inc.

**Table 2: DOMAIN NAMES** 

Domain Name
threeall.com
uptake.com
uptakes.com
uptake.mobi
uptake.name
uptake.us
kango.com
up-take.com
up-takes.com
uptake-inc.com
uptakenetwork.com
uptakenetworks.com
uptakenetworks-inc.com

**Table 3: PATENT ASSETS** 

Application Serial No. (Pub. No.)	Jurisdiction	Status	Filing Date	Owner Name
12/119465 (2009/0282019)	U.S.	Pending	May 12, 2008	UpTake Networks, Inc.
PCT/US2009/043658 (WO/2009140296)	PCT	Entered Nationalization	May 12, 2009	UpTake Networks, Inc.

**RECORDED: 03/15/2012**