

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		
<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:	366675-000065		
NAME OF SUBMITTER:	Jennifer E. Lacroix		
Signature:	/Jennifer E. Lacroix/		

Date:

03/15/2012

Total Attachments: 5

source=Groupon Uptake - IP Assignment#page1.tif

source=Groupon Uptake - IP Assignment#page2.tif

source=Groupon Uptake - IP Assignment#page3.tif

source=Groupon Uptake - IP Assignment#page4.tif

source=Groupon Uptake - IP Assignment#page5.tif

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 **Uptake Networks, Inc.**, a Delaware corporation (the "Seller" or "Assignor").

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 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.

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.