

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
Groupon FeeFighters, Inc.		03/09/2012	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: 3		
Property Type	Number	Word Mark
Serial Number:	85372607	SAMURAI
Serial Number:	85372636	SAMURAI BY FEEFIGHTERS
Registration Number:	3961417	FEEFIGHTERS

CORRESPONDENCE DATA	
Fax Number:	(312)236-7516
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-368-4000
Email:	mary.wysocki@dlapiper.com
Correspondent Name:	Jennifer E. Lacroix
Address Line 1:	P. O. Box 64807
Address Line 4:	Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	366675-000063
NAME OF SUBMITTER:	Jennifer E. Lacroix

CH \$90.00 85372607

Signature:	/Jennifer E. Lacroix/
Date:	04/03/2012
Total Attachments: 5 source=Groupon FeeFighters - IP Assignment (New FeeFighters to Groupon)#page1.tif source=Groupon FeeFighters - IP Assignment (New FeeFighters to Groupon)#page2.tif source=Groupon FeeFighters - IP Assignment (New FeeFighters to Groupon)#page3.tif source=Groupon FeeFighters - IP Assignment (New FeeFighters to Groupon)#page4.tif source=Groupon FeeFighters - IP Assignment (New FeeFighters to Groupon)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is entered into by and between **Groupon, Inc.**, a Delaware corporation ("Assignee"), and **Groupon FeeFighters, Inc.**, a Delaware corporation and wholly-owned subsidiary of Assignee ("Assignor").

RECITALS

A. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated March 9, 2012 (the "Merger Agreement"), among other things, Transparent Financial Services, Inc. d/b/a FeeFighters, a Delaware corporation, ultimately merged with and into Assignor with Assignor being the surviving corporation (the "Merger");

B. WHEREAS, after the Merger, Assignor desires to assign to Assignee all of Assignors 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

C. WHEREAS, Assignee is a successor to the portion or portions of the business of Assignee to which the Intellectual Property pertains, and desires to obtain all of Assignor'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.

Groupon FeeFighters, Inc.

By: _____
Name: Jason Harinstein
Title: SVP
Date: _____

STATE OF IL)
COUNTY OF Cook) SS.

Subscribed and sworn to before me this 9 day of March, 2012.

[Signature]
Notary Public

My Commission Expires:
8/16/2015



Schedule A

A. Trademarks

MARK	COUNTRY	STATUS	APP. NO. / FILING DATE	REGISTRATION NO. / DATE	CLASS
FeeFighters	UNITED STATES	Registered	85/128,940 9/14/2010	3,961,417 5/17/2011	42
Samurai	UNITED STATES	Pending – Intent-to-use Application	85/372,607 7/15/2011		42
Samurai by Fee Fighters	UNITED STATES	Pending – Intent-to-use Application	85/372,636 7/15/2011		42

B. Domain Names and Websites

1. betransparent.biz
2. betransparent.us
3. btransparent.biz
4. btransparent.us
5. betransparent.net
6. btransparent.net
7. foefighters.com
8. costhammer.com
9. costwrangler.com
10. fee-fighter.com
11. fee-fighters.com
12. ignite-chicago.org
13. shipping-calc.com
14. truecostofcredit.com
15. cheap-creditcard-processing.com
16. creditcard-processing-quote.com
17. creditcard-processing-quotes.com
18. creditcard-processing-store.com
19. creditcard-processing-terminal.com
20. newcreditcardprocessor.com
21. themerchantaccount.org
22. bidsquid.com
23. transparentfs.com
24. feefighters.ca
25. transfs.com
26. feefighter.com
27. high-risk-merchant.org
28. online-merchant-account.net
29. creditcadrprocessing.com
30. merchantalliance.org

31. samuraigateway.com
32. samuraimpayments.com
33. sugarcoin.com
34. sugarcoin.net
35. feefighters.com

C. Software

1. Samurai