## 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
Ditto.me, Inc.		04/16/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Groupon, Inc.
Street Address:	600 West Chicago Avenue
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85343246	DITTO

### **CORRESPONDENCE DATA**

900220556

Fax Number: 3122367516

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

via US Mail.

Phone: 312-368-4000

Email: mary.wysocki@dlapiper.com

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

Address Line 4: Chicago, ILLINOIS 60664-0807

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E. Lacroix
E. Lacroix/

REEL: 004758 FRAME: 0885

**TRADEMARK** 

Date:	04/17/2012
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REEL: 004758 FRAME: 0886

#### 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 **Ditto.me**, **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 April 16, 2012 (the "Merger Agreement"), Groupon Ditto, 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:

- 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. <u>Assignor Covenant</u>. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

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- 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 thereunto duly authoriz	ed.
	Ditto.me, Inc. By:
	Name: Jason Harinstein
	Title: Senior Vice President  Date: 4//6/2012
STATE OF \\\COUNTY OF \(COOK\) ss.	
Subscribed and sworn to before me	this Gay of April 2012.
"OFFICIAL SEAL" Rebecca Silvers Notary Public, State of Illinois My Commission Expires 8/16/2015	Notary Public  My Commission Expires:  4   6/2015

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representatives thereunto duly authorize	has executed this assignment by its utilicus and
toproductive no train day was	Groupon, Inc. By:
	Name: Jason Harinstein
	Senior Vice President Date: <u>식 / [ 6 / 2이 2</u>
STATE OF LOOK SS.	
Subscribed and sworn to before	me this beday of April 2012.  Notary Public
"OFFICIAL SEAL" Rebecca Silvers Notary Public, State of Illinois Mu Commission Expires 8/18/2015	My Commission Expires:  8/18/2015

## Schedule A

# **Domain Names**:

dit.to ditto.me pingpin.com frnds.co ditto.us

<u>Trademarks:</u> "Ditto" – U.S. Application No. 85343246 filed on June 10, 2011.

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**RECORDED: 04/17/2012**