

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
Sprocket Media Group, LLC		03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Internet Brands, Inc.		
Street Address:	909 N. Sepulveda Blvd.		
Internal Address:	11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4115535	SPROCKETLIST	
CORRESPONDENCE DATA			
Fax Number:	3102804842		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(310) 280-4360		
Email:	alex.alexander@internetbrands.com		
Correspondent Name:	Alex Alexander		
Address Line 1:	909 N. Sepulveda Blvd.		
Address Line 2:	11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Alex Alexander		
Signature:	/Alex Alexander/		

OP \$40.00 4115535

Date:

06/08/2012

Total Attachments: 5

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made as of March 30, 2012, by and between Sprocket Media Group, LLC, a Delaware limited liability company, with a principal place of business located at 106 Main Street, North Adams, MA 01247 ("Assignor"), and Internet Brands, Inc., a Delaware corporation, with a principal place of business located at 909 N. Sepulveda Blvd., 11th Floor, El Segundo, CA 90245 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark and the United States Patent and Trademark Office trademark registration set forth in Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademark");

WHEREAS, the parties hereto have entered into that certain Asset Purchase and Sale Agreement by and among Assignor, Assignee, Raceway Media, LLC, Boxcar Media, LLC and Osmin F. Alvarez, dated of even date herewith (the "Purchase Agreement"), whereby Assignor agreed to grant, convey, assign, transfer, sell, release, set over and confirm to Assignee all of its respective right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), which include the Trademark;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademark; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant, bargain and agree as follows:

1. Assignor hereby grants, conveys, assigns, transfers, sells, releases, sets over and confirms to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Trademark, (ii) any and all intellectual property and other proprietary rights in and to such Trademark, including all goodwill connected with the use thereof and symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of the Trademark, and (iv) any and all rights corresponding thereto in the United States, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all liabilities or obligations, maintenance or otherwise, related to the Assigned Rights from and after the Closing Date.

3. Each party hereto will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect the above assignment or as may be necessary to secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

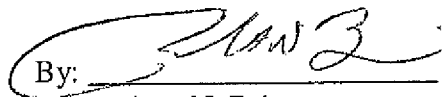
5. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to such State's conflicts of laws principles.

6. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

INTERNET BRANDS, INC.

By: 
Robert N. Brisco
Chief Executive Officer

SPROCKET MEDIA GROUP, LLC

By its Manger:

RACEWAY MEDIA, LLC

By: _____
Name: Osmin F. Alvarez
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

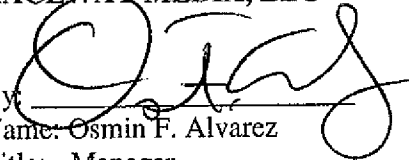
INTERNET BRANDS, INC.

By: _____
Robert N. Brisco
Chief Executive Officer

SPROCKET MEDIA GROUP, LLC

By its Manger:

RACEWAY MEDIA, LLC

By: 
Name: Osmin F. Alvarez
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

TRADEMARK REGISTRATION

SPROCKETLIST – U.S. Trademark Registration Number 4,115,535