

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
SatisFacts Research, LLC		06/27/2012	LIMITED LIABILITY COMPANY: MARYLAND

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: 4

Property Type	Number	Word Mark
Serial Number:	76534389	TURN RESEARCH INTO REVENUE
Serial Number:	85307246	INSITE
Serial Number:	76472095	RESIDENT RELATIONSHIP MANAGEMENT SERVICES
Serial Number:	76534355	TAKE THE GUESSWORK OUT OF RESIDENT RETENTION

CORRESPONDENCE DATA

Fax Number:

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

Phone: 3102804360
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

OP \$115.00 76534389

NAME OF SUBMITTER:	Alex Alexander
Signature:	/Alex Alexander/
Date:	07/06/2012
Total Attachments: 5 source=SFS - Executed Trademarks Assignment Agreement##page1.tif source=SFS - Executed Trademarks Assignment Agreement##page2.tif source=SFS - Executed Trademarks Assignment Agreement##page3.tif source=SFS - Executed Trademarks Assignment Agreement##page4.tif source=SFS - Executed Trademarks Assignment Agreement##page5.tif	

TRADEMARKS AND SERVICE MARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS AND SERVICE MARKS ASSIGNMENT AGREEMENT (this "Agreement"), is made as of June 27th, 2012, by and between Satisfacts Research, LLC, a Maryland limited liability company, with a principal place of business located at 2360 W. Joppa Road, Suite 322, Lutherville, MD 21093 ("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 registrations set forth in Schedule A hereto, including 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, and Douglas J. Miller, Sr. 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 includes 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. Faxed or emailed executed copies of this Agreement are intended to be binding and enforceable.

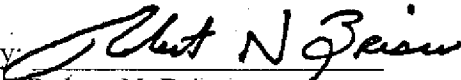
7. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, agreements and obligations of the parties contained in the Purchase Agreement or the survival thereof.

[Signature Page Follows.]

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

INTERNET BRANDS, INC.

SATISFACTS RESEARCH, LLC

By: 

Robert N. Brisco
Chief Executive Officer

By: _____

Douglas J. Miller, Sr.
President

[Signature Page to Trademarks and Service Marks Assignment Agreement]


TRADEMARK
REEL: 004816 FRAME: 0040

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

INTERNET BRANDS, INC.

SATISFACTS RESEARCH, LLC

By: _____
Robert N. Brisco
Chief Executive Officer

By: 

Douglas J. Miller, Sr.
President

SCHEDULE A

TRADEMARK REGISTRATIONS

TAKE THE GUESSWORK OUT OF RETENTION – U.S. Trademark Registration
Number: 2,902,906

INSITE – U.S. Trademark Registration Number: 4,066,916

TURN RESEARCH INTO REVENUE – U.S. Trademark Registration Number:
2,864,640

RESIDENT RELATIONSHIP MANAGEMENT SERVICES – U.S. Trademark
Registration Number: 2,957,504