

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Pospitality LLC		10/08/2012
	Entity Type LIMITED LIABILITY COMPANY: 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:	4172705	BREADCRUMB
CORRESPONDENCE DATA			
Fax Number:	3122367516		
	<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:	Gina L. Durham		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	366675-000070		
NAME OF SUBMITTER:	Gina L. Durham		
Signature:	/ginadurham/		

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Date:

10/11/2012

Total Attachments: 3

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**DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT** is made effective by and between:

1. **Pospitality LLC**, a Delaware limited liability company with an address at 10 East 23rd Street, Suite 300, New York, NY 10010 (the "Assignor"); and
2. **Groupon, Inc.**, a company incorporated under the laws of the State of Delaware with an address of 600 West Chicago Avenue, Suite 620, Chicago, IL 60654 (the "Assignee").

**WHEREAS**

- A. Following a Merger between Assignor and Assignee, Assignor entered into a certain Intellectual Property Assignment Agreement (the "IP Assignment") dated October 8, 2012, which conveyed from Assignor to Assignee all rights, title and interests in and to the trademark applications and registrations detailed in the Schedule attached hereto, which Schedule is incorporated by reference into this Deed ("the Trademarks").
- B. The IP Assignment included and conveyed the goodwill associated with the Trademarks, together with that portion of Assignor's business in connection with which it uses and/or has a *bona fide* intent to use the Trademarks, to the Assignee.
- C. Assignor and Assignee execute this Deed for the sole purpose of confirming and memorializing such assignment, and making said assignment of record in the Patent and Trademark Office.

**IT IS AGREED** as follows:

For good and valuable consideration set forth in the IP Assignment, the receipt and sufficiency of which is acknowledged, the Assignor hereby assigns to the Assignee the Trademarks, and all of the Assignor's right title and interest in and to the Trademarks together with that portion of Assignor's business in connection with which it uses and/or has a *bona fide* intent to use the Trademarks, including the goodwill in the Trademarks, including any rights that have accrued, or may in the future accrue.



SCHEDULE  
ASSIGNED TRADEMARKS

Mark/Owner	App. Date	App. No.	Reg. Date	Reg. No.	Jurisdiction
BREADCRUMB	September 26, 2011	-	February 29, 2012	010291151	European Union
BREADCRUMB	April 14, 2011	85295815	July 10, 2012	4,172,705	United States
BREADCRUMB	Sept. 22, 2011	1,449,960	January 5, 2012	1,449,960	Australia
BREADCRUMB	September 21, 2011	1544434	N/A	N/A	Canada

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