

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
Groupion, LLC		12/18/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Groupon, Inc.		
Street Address:	600 W. Chicago Ave.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816266	GROUZION	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinkshofer.com		
Correspondent Name:	Brinks Hofer Gilson & Lione		
Address Line 1:	PO Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	14455-60		
NAME OF SUBMITTER:	Michelle A. Miller		
Signature:	/Michelle A. Miller/		

CH \$40.00 3816266

900243017

**TRADEMARK
 REEL: 004934 FRAME: 0629**

Date:

01/03/2013

Total Attachments: 2

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of _____, by and between Groupion, LLC, a California limited liability company ("Groupion"), and Groupon, Inc., a Delaware corporation ("Groupon").

WHEREAS, Groupion owns, and Groupon desires to acquire, the trademark GROUPION, including the following registration thereof:

Trademark	Country	Application No.	Registration No.
GROUPION	United States	77637591	3816266

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Groupion does hereby assign to Groupon all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to any marks comprising or containing the word GROUPION, together with the goodwill of the business symbolized by said trademarks, and all United States and international trademark applications or registrations thereof, including the registration listed above, and including, without limitation, all claims that Assignors might have, at law or in equity, by reason of past, present or future infringement in said trademark.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Groupion, LLC

Groupon, Inc.

By: 

By: _____

Name: Benjamin Costa

Name: _____

Title: Managing Member

Title: _____

Date: 2012/12/18

Date: _____

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of _____, by and between Groupion, LLC, a California limited liability company ("*Groupion*"), and Groupon, Inc., a Delaware corporation ("*Groupon*").

WHEREAS, Groupion owns, and Groupon desires to acquire, the trademark GROUPION, including the following registration thereof:

Trademark	Country	Application No.	Registration No.
GROUPION	United States	77637591	3816266

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Groupion does hereby assign to Groupon all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to any marks comprising or containing the word GROUPION, together with the goodwill of the business symbolized by said trademarks, and all United States and international trademark applications or registrations thereof, including the registration listed above, and including, without limitation, all claims that Assignors might have, at law or in equity, by reason of past, present or future infringement in said trademark.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Groupion, LLC

Groupon, Inc.

By: _____

By:  _____

Name: _____

Name: *Matthew Miller* _____

Title: _____

Title: *Deputy General Counsel* _____

Date: _____

Date: *12/14/12* _____