

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mashlogic, Inc.		02/08/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Groupon-Britely, LLC
<b>Street Address:</b>	600 W. Chicago Ave.
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60654
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	85663624	BRITELY
Serial Number:	85595013	BRITELY
Serial Number:	77538642	MASHLOGIC
Serial Number:	77538644	MASHLOGIC
Serial Number:	77538647	MASHLOGIC
Serial Number:	77573673	TAKE BACK THE WEB
Serial Number:	77573675	TAKE BACK THE WEB
Serial Number:	77573676	TAKE BACK THE WEB

**CORRESPONDENCE DATA**

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

CH \$215.00 85663624

Correspondent Name: Jennifer LaCroix  
Address Line 1: P. O. Box 64807  
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 366675-000073

NAME OF SUBMITTER: Jennifer Lacroix

Signature: /Jennifer Lacroix/

Date: 02/12/2013

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

February 8, 2013

This Intellectual Property Assignment Agreement is entered into by and between **GROUPON-BRITELY, LLC**, a Delaware limited liability company (“Purchaser” or “Assignee”), and **MASHLOGIC, INC.**, a Delaware corporation (“Seller” or “Assignor”).

### RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), Purchaser is acquiring certain assets, including all of the Intellectual Property, of Seller. Capitalized terms not defined herein shall have the same meaning as given to them in the Asset Purchase Agreement.

B. In connection with the execution of the Asset Purchase Agreement and as a condition to closing of the transactions contemplated by the Asset Purchase Agreement, Seller desires to assign to Purchaser all of Seller’s right, title and interest in, to or under any and all of Seller’s Intellectual Property, whether registered or unregistered, including, but not limited to, all of the intellectual property listed in Schedule A attached hereto (collectively, the “Intellectual Property Assets”), and Purchaser desires to obtain all of Seller’s right, title and interest in, to or under any and all Intellectual Property Assets under the terms of the Asset Purchase Agreement and as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. 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 including the relevant portion of Assignor’s business to which the marks and names pertain, 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. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. 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. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. 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.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**



IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

**Groupon-Britely, LLC**

By: Groupon, Inc., its sole member

By: [Signature]

Name: Jason Child

Title: CFO

Date: 6 Feb 2013

STATE OF IL )  
COUNTY OF Cook ) SS.

Subscribed and sworn to before me this 6th day of February, 2013.

[Signature]  
Notary Public



My Commission Expires:



8-3-2014

[Signature Page to IP Assignment]

**Schedule A**

**Intellectual Property Assets**

**(A) Trademarks**

Mark	Jurisdiction	Application No	Application Date	Registration No	Registration Date	Int'l Class(es)
 <b>Britely</b> (Word and Design)	US	85663624 (Pending ITU)	28-Jun-2012			9, 35, 38, 39, 40, 41, 42, 45
<b>BRITELY</b> (Word)	US	85595013 (Pending ITU)	06-Aug-2012			9, 35, 38, 39, 40, 41, 42, 45
<b>MASHLOGIC</b> (Word)	US	77538642	04-Aug-2008	3690398	29-Sep-2009	9
<b>MASHLOGIC</b> (Word)	US	77538644	04-Aug-2008	3687226	22-Sep-2009	35
<b>MASHLOGIC</b> (Word)	US	77538647	04-Aug-2008	3687227	22-Sep-2009	42
<b>TAKE BACK THE WEB</b>	US	77573673	18-Sep-2008	3687289	22-Sep-2009	9
<b>TAKE BACK THE WEB</b>	US	77573675	18-Sep-2008	3713119	17-Nov-2009	35
<b>TAKE BACK THE WEB</b>	US	77573676	18-Sep-2008	3710120	10-Nov-2009	42
<b>TAKE BACK THE WEB</b>	CTM			998095	10-Mar-09	9, 35, 42
<b>MASHLOGIC</b> (Word)	CTM			991954	14-Jan-2009	9, 35, 42
<b>CAPTURE THE BEST IDEAS</b>						
 (Design)						
<b>BETTERLINKS</b>						

**(B) Inventions, Patents and Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>
Method and Apparatus for Providing Content to Users Based on Web Pages The and Others Visit	U.S.	61/518937	05-13-2011
Method and Apparatus for Creating Web Content and Identifying Advertisements for Users Creating and Viewing Content	U.S.	61/665213	06-27-2012
System and Method for Providing Links to Content to Users Based on Similar Other Users	U.S.	13/470338	05-13-2012
Personalized Content Control	U.S.	60/739,580	11-22-2005
Personalized Content Control	U.S.	11/562,869	11-22-2006
Personalized Content Control	U.S.	11/926,786	11-22-2006
Personalized Content Control	U.S.	11/926,786	10-29-2007
Personalized Content Control	U.S.	11/926,789	10-29-2007
Personalized Content Control	U.S.	11/926,805	10-29-2007
Personalized Content Control	U.S.	11/926,809	10-29-2007
Personalized Content Control	U.S.	11/926,820	10-29-2007
Personalized Content Control	U.S.	11/926,825	10-29-2007
Personalized Content Control	International	PCT/US06/61225	11-22-2006

**(C) Domain Names**

- BLINKBOOKS.COM
- BLINKBOOKS.NET
- BLINKBOOKS.ORG
- BLISHBOOK.COM
- BLISHBOOKS.COM
- BRITELY.CO
- BRITELY.COM
- BRITELY.NET
- BRITELY.ORG
- GETBETTERLINKS.COM
- LIGHTLI.COM
- LIGHTLI.NET
- LIGHTLI.ORG
- LIGHTR.COM
- MASHLOGIC.COM
- SKIPPER.CO
- SKIPPR.CO
- ZTORYBOOK.COM
- ZTORYBOOK.NET



**(D) Software**

**BetterLinks:** a browser extension that users installed in either Chrome or Firefox, which inserted links into textual content as a user browsed the web, helping them to more easily discover related content and navigate the web.

**Britely:**

Version 1: Creation of digital “flip books” that they could embed in blogs, view on mobile devices, or share across social networks.

Version 2: Combining images and text to create a “Visual Q&A network”

Version 3: Capturing ideas by highlighting text, and then saving it as visual postcards.

**(E) Social Media Accounts**

<b>Type of Social Media</b>	<b>Account/User Identification</b>
Twitter	@BritelyApp
Linked In	www.linkedin.com/company/britely www.linkedin.com/company/mashlogic
Facebook	www.facebook.com/britely www.facebook.com/mashlogic