

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
Groupon-Britely, LLC		02/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Groupon, Inc.		
Street Address:	600 W. Chicago Ave.		
Internal Address:	Suite 400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: 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		
<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		

CH \$215.00 85663624

Email: mary.wysocki@dlapiper.com
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

source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page1.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page2.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page3.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page4.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page5.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page6.tif
source=MashLogic Britely IP Assigment (Groupon-Britely LLC to Groupon Inc)(fully executed)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

February 8, 2013

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

RECITALS

WHEREAS, pursuant to that certain that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), Assignor, a wholly-owned subsidiary of the Assignee, acquired certain assets of Mashlogic, Inc., a Delaware corporation (“Seller”) (the “Asset Purchase”);

WHEREAS, as a result of the Asset Purchase, the Assignor acquired all of Seller’s right, title and interest in, to or under any and all 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”);

WHEREAS, following the Asset Purchase, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to or under any and all Intellectual Property Assets; and

WHEREAS, Assignee desires to obtain all of Assignor’s right, title and interest in, to or under any and all Intellectual Property Assets;

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]

Schedule A

Intellectual Property Assets

(A) Trademarks

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

(B) Inventions, Patents and Patent Applications

Title	Jurisdiction	Application No.	Filing Date
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

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