

## 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
Baystone Media, Inc.		03/08/2013	CORPORATION: NEW YORK
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: 5			
Property Type	Number	Word Mark	
Serial Number:	85575988	BAYSTONE SOCIAL	
Serial Number:	85533436	BROAD SCOPE	
Registration Number:	4284629	THE ONLINE PRACTICE	
Registration Number:	4220170	ONLINE CHIRO	
Registration Number:	3845040	BAYSTONE MEDIA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(310) 280-4052		
Email:	jenna.sleeve@internetbrands.com		
Correspondent Name:	Jenna Sleeve		
Address Line 1:	909 N. Sepulveda Blvd.		
Address Line 2:	11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		

OP \$140.00 85575988

TRADEMARK

NAME OF SUBMITTER:	Jenna Sleafte
Signature:	/Jenna Sleafte/
Date:	03/22/2013
<b>Total Attachments: 5</b> source=BSM - Trademark Assignment Agreement (Baystone)#page1.tif source=BSM - Trademark Assignment Agreement (Baystone)#page2.tif source=BSM - Trademark Assignment Agreement (Baystone)#page3.tif source=BSM - Trademark Assignment Agreement (Baystone)#page4.tif source=BSM - Trademark Assignment Agreement (Baystone)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of this 8th day of March, 2013, by and between Baystone Media, Inc., a New York corporation ("Assignor"), and Internet Brands, Inc., a Delaware corporation, with a principal place of business located at 909 N. Sepulveda Blvd., 11<sup>th</sup> Floor, El Segundo, CA 90245 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations (collectively, the "Trademarks") and pending trademark applications, filed on the basis of intent to use pursuant to 15 U.S.C. § 1051(b), and the trademarks that are the subject of such trademark applications (collectively, the "Intent to Use Applications") set forth in Schedule A hereto, including any and all common law rights appurtenant thereto;

WHEREAS, the parties hereto have entered into that certain Asset Purchase and Sale Agreement by and among Assignor, Assignee, Baystone Marketing, Inc., Vined Media, Inc., Lee Firestone and Lloyd Bayer, dated as of March 8, 2013 (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 include the Trademarks and the Intent to Use Applications and the ongoing and existing business to which the trademarks that are the subject of the Intent to Use Applications pertain;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks and the Intent to Use Applications along with the ongoing and existing business to which the trademarks that are the subject of the Intent to Use Applications pertain; 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, and for other good and valuable consideration, 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 Trademarks and the Intent-to Use Applications and the ongoing and existing business to which the trademarks that are the subject of the Intent to Use Applications pertain, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks and Intent-to-Use Applications, 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 any of the Trademarks and the Intent to

Use Applications, 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.

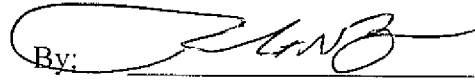
5. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to such State's conflicts of laws principles.

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.

[Signature Page Follows.]

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

**INTERNET BRANDS, INC.**

By:   
Robert N. Brisco  
Chief Executive Officer

**BAYSTONE MEDIA, INC.**

By: \_\_\_\_\_  
Lee Firestone  
Chief Executive Officer

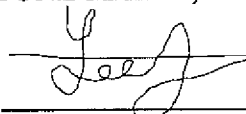
**EXECUTION VERSION**

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

**INTERNET BRANDS, INC.**

By: \_\_\_\_\_  
Robert N. Brisco  
Chief Executive Officer

**BAYSTONE MEDIA, INC.**

By:  \_\_\_\_\_  
Lee Firestone  
Chief Executive Officer

**SCHEDULE A**

**TRADEMARK REGISTRATIONS:**

THE ONLINE PRACTICE – U.S. Trademark Registration Number: 4284629

ONLINE CHIRO – U.S. Trademark Registration Number: 4220170

BAYSTONE MEDIA – U.S. Trademark Registration Number: 3845040

**INTENT-TO-USE TRADEMARK APPLICATIONS:**

BAYSTONE SOCIAL – U.S. Trademark Serial Number: 85575988

BROAD SCOPE – U.S. Trademark Serial Number: 85533436

Schedule A

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