

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
Ingenio LLC		05/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ingenio Acquisition LLC		
Street Address:	3 Embarcadero Center, Suite 2330		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78722169	ETHER	
Serial Number:	78234306	INGENIO	
Serial Number:	75833274	KEEN	
Serial Number:	76235677	KEEN	
Serial Number:	76235790	KEEN	
Serial Number:	76029673	KEEN	
Serial Number:	78265175	KNOWLEDGE ON CALL	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jeffrey A. Nelson, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		

OP \$190.00 78722169

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 80661-0005 - ASSIGNMENT

NAME OF SUBMITTER: Jeffrey A. Nelson, Perkins Coie LLP

Signature: /Jeffrey A. Nelson/

Date: 05/10/2013

Total Attachments: 8

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Trademark Assignment

Dated May 9, 2013

WHEREAS, Ingenio LLC, a Delaware limited liability company, with an address of 201 Mission Street, Suite 200, San Francisco, California 94105 (“Assignor”) is the owner of the trademarks and trademark applications described on *Schedule I-A* hereto (the “Trademarks”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement (the “Agreement”), dated as of May 9, 2013, by and among Ingenio Acquisition, LLC, a Delaware limited liability company, with an address of 3 Embarcadero Center, Suite 2330, San Francisco CA 94111 (“Buyer”), Assignor, and YP Holdings LLC, a Delaware limited liability company, Assignor has agreed to assign to Buyer all of Assignor’s right, title, and interest in and to the Trademarks (and the portion of the business of Assignor to which the Trademarks pertain), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Buyer, its successors and assigns, Assignor’s entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment and all disputes and controversies arising hereunder shall be governed by and construed in accordance with the Laws of the State of New York without reference to such state’s principles of conflicts of law. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of (a) the New York State Court sitting in the City of New York and (b) the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement; provided, however, that any party hereto shall be entitled to seek equitable or injunctive relief in connection with any matter based upon or arising out of this Trademark Assignment or the matters contemplated herein in any forum having proper legal jurisdiction over such matter.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

INGENIO LLC

By: 
Name: Mark Smith
Title: Chief Financial Officer

STATE OF New York
COUNTY OF Richmond


On this 07th day of May, 2013, before me, a Notary Public in and for the State and County
foresaid, personally appeared Mark Smith, known by me to be the person above
named and an officer of Ingenio LLC, who is duly authorized to execute this Trademark Assignment
on behalf of Ingenio LLC and who signed and executed the foregoing instrument on behalf of Ingenio
LLC.

Notary Public: 
My Commission Expires: 06/02/2015

NANCY CICALO
Notary Public - State of New York
No. 01C15078917
Qualified in Richmond County
My Comm. Expires June 2, 2015

BUYER:

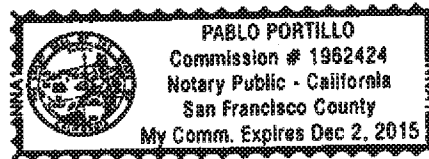
INGENIO ACQUISITION, LLC

By: 
Name: Daniel Sanner
Title: Manager

STATE OF CA
COUNTY OF San Francisco

On this 8 day of May, 2013, before me, a Notary Public in and for the State and County
foresaid, personally appeared Daniel Sanner, known by me to be the person
above named and an officer of Ingenio Acquisition, LLC, who is duly authorized to execute this
Assignment on behalf of Ingenio Acquisition, LLC and who signed and executed the foregoing
instrument on behalf of Ingenio Acquisition, LLC.

Notary Public: Pablo Portillo
My Commission Expires: 12/2/15



SIGNATURE PAGE
SCHEDULE 1 - TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005025 FRAME: 0668

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 5/8/13

Date

before me,

Pablo Portillo, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Daniel Janner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

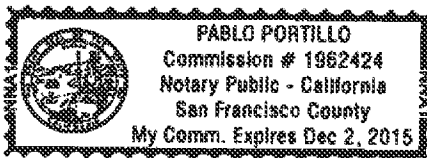
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Pablo Portillo

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

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RIGHT THUMBPRINT OF SIGNER


Top of thumb here




Signer is Representing: _____




Signer is Representing: _____

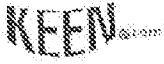
Schedule 1-A

Trademarks

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Australia	INGENIO	Registered	951574 Apr 23, 2003	951574 April 23, 2003
Brazil	INGENIO	Registered	825785928 Sep 17, 2003	825785928 Jan 11, 2011
Brazil	KEEN	Registered	822947854 Jul 7, 2000	822947854 Aug 12, 2008
Brazil	KEEN	Registered	824095014 Oct 1, 2001	824095014 Aug 12, 2008
Canada	ETHER	Registered	1294697 Mar 10, 2006	TMA807307 Sep 22, 2011
Canada	INGENIO	Pending	1176537 Apr 29, 2003	
Canada	KEEN	Registered	1117120 Oct 1, 2001	TMA590952 Sep 26, 2003
Canada	KEEN	Registered	1042694 Jan 14, 2000	TMA572952 Jan 2, 2003
Chile	KEEN	Registered	478940 Mar 15, 2000	608710 Nov 16, 2001
Chile	KEEN	Registered	544391 Sep 28, 2001	630908 May 23, 2002
European Union	ETHER	Pending	004913935 Feb 17, 2006	
European Union	KEEN	Registered	002391290 Sep 26, 2001	002391290 Feb 3, 2003
European Union	KEEN	Registered	001459866 Jan 13, 2000	001459866 Aug 26, 2002
European Union	KEEN (and design) 	Registered	002153401 Mar 28, 2001	002153401 Sep 10, 2002
Hong Kong	INGENIO	Registered	300084069 Sep 25, 2003	300084069 Jun 30, 2004

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Hong Kong	KEEN (and design) 	Registered	200115723 Sep 26, 2001	2005B00623 Apr 14, 2005
India	INGENIO	Registered	1238889 Sep 22, 2003	1238889 Jun 16, 2006
Norway	INGENIO	Registered	200308823 Sep 17, 2003	247813 Sep 25, 2008
Norway	KEEN	Registered	200007900 Jul 7, 2000	213136 Feb 7, 2002
Norway	KEEN	Registered	200111672 Sep 28, 2001	217738 Feb 13, 2003
Norway	KEEN.COM (and design) 	Registered	200008181 Jul 14, 2000	207308 Mar 8, 2001
Norway	KEEN.COM YOUR LIVE ANSWER COMMUNITY (and design) 	Registered	200008180 Jul 14, 2000	207307 Mar 8, 2001
Republic of Korea	INGENIO	Registered	4120030020256 Sep 23, 2003	410115380000 Apr 21, 2005
Republic of Korea	KEEN	Registered	4120000001761 Jan 6, 2000	4100716420000 Nov 8, 2001
Republic of Korea	KEEN	Registered	4120010019073 Sep 28, 2001	4100815780000 Nov 22, 2002
Singapore	INGENIO	Registered	T0314788J Sep 15, 2003	T0314788J Nov 23, 2004
Singapore	INGENIO	Registered	T0314789I Sep 15, 2003	T0314789I Aug 11, 2005
Singapore	KEEN	Registered	T0000398E Jan 13, 2000	T0000398E May 2, 2003
Singapore	KEEN	Registered	T0115477D Oct 1, 2001	T0115477D Apr 30, 2003
South Africa	KEEN	Registered	200020566 Oct 18, 2000	200020566 Oct 18, 2000

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
South Africa	KEEN	Registered	200117174 Sep 28, 2001	200117174 Sep 28, 2001
South Africa	KEEN (and design) 	Registered	200020515 Oct 17, 2000	200020515 Oct 17, 2000
Switzerland	INGENIO	Registered	20034846 Sep 22, 2003	530937 Feb 23, 2005
Switzerland	KEEN	Registered	20008110 Jul 7, 2000	480985 Jan 31, 2001
Taiwan R.O.C.	INGENIO	Registered	92017686 Apr 11, 2003	01139455 Feb 1, 2005
Taiwan R.O.C.	INGENIO	Registered	92017687 Apr 11, 2003	01118451 Sep 1, 2004
Taiwan R.O.C.	INGENIO	Registered	92017688 Apr 11, 2003	01139736 Feb 1, 2005
Taiwan R.O.C.	KEEN	Registered	089039078 Jul 7, 2000	157090 Jan 16, 2002
United States of America	ETHER	Registered	78722169 Sep 28, 2005	3243780 May 22, 2007
United States of America	INGENIO	Registered	78234306 Apr 4, 2003	3022886 Dec 6, 2005
United States of America	KEEN	Registered	75833274 Oct 27, 1999	2428234 Feb 13, 2001
United States of America	KEEN	Registered	76235677 Mar 30, 2001	2614663 Sep 3, 2002
United States of America	KEEN (and design) 	Registered	76235790 Mar 30, 2001	2655840 Dec 3, 2002
United States of America	KEEN (and design) 	Registered	76029673 Apr 18, 2000	2629915 Oct 8, 2002
United States of America	KNOWLEDGE ON CALL	Registered	78265175 Jun 20, 2003	3268966 Jul 24, 2007

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Argentina	KEEN	Registered	2354247 Sep 27, 2001	1963141 Dec 9, 2003
China	ETHER	Pending	5246150 March 28, 2006	
China	ETHER	Pending	5246149 March 28, 2006	
China	ETHER	Pending	5246151 March 28, 2006	
China	INGENIO	Registered	3740840 Sep 30, 2003	3740840 Feb 7, 2006
China	INGENIO	Registered	3740839 Sep 30, 2006	3740839 Aug 21, 2008
Japan	INGENIO	Registered	200386568 Oct 3, 2003	4896859 Sep 22, 2005
Japan	KEEN	Registered	200188320 Oct 1, 2001	4688056 Jul 4, 2003
Mexico	INGENIO	Registered	619838 Sep 19, 2003	1012352 Nov 21, 2007
Mexico	INGENIO	Registered	802012 Aug 23, 2006	1035801 Apr 21, 2008
Mexico	KEEN	Registered	408413 Jan 28, 2000	675808 Oct 27, 2000
Mexico	KEEN	Registered	509477 Sep 28, 2001	891001 July 25, 2005
Republic of Korea		Registered	41-2000-0026466 Oct 11, 2000	4100781210000 Aug 7, 2002