

## 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
Name.com Incorporated		12/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	eNom, Incorporated		
Street Address:	5808 Lake Washington Blvd NE, Suite 300		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3813708	NAME.COM	
Registration Number:	3810540	NAME.COM	
Registration Number:	3853435	NAME	
CORRESPONDENCE DATA			
Fax Number:	3105860564		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3105867700		
Email:	latm2@gtlaw.com		
Correspondent Name:	Susan L. Heller		
Address Line 1:	1840 Century Park East, Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	104128-020500		
NAME OF SUBMITTER:	Susan L. Heller		

CH \$90.00 3813708

Signature:	/slh/
Date:	05/17/2013
<b>Total Attachments: 10</b> source=Executed Assignment of IP (Name)#page1.tif source=Executed Assignment of IP (Name)#page2.tif source=Executed Assignment of IP (Name)#page3.tif source=Executed Assignment of IP (Name)#page4.tif source=Executed Assignment of IP (Name)#page5.tif source=Executed Assignment of IP (Name)#page6.tif source=Executed Assignment of IP (Name)#page7.tif source=Executed Assignment of IP (Name)#page8.tif source=Executed Assignment of IP (Name)#page9.tif source=Executed Assignment of IP (Name)#page10.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into as of December 31, 2012, by and among (i) Name.com Incorporated, a Delaware corporation ("Name.com"), (ii) the subsidiaries of Name.com listed on the signature pages hereto (together with Name.com, each referred to individually as "Assignor" and collectively as "Assignors"), as assignors, in favor of eNom, Incorporated, a Nevada corporation ("Assignee"), as a designee of Demand Media, Inc., a Delaware corporation ("Demand Media") and as assignee and, with reference to the following facts and circumstances (certain capitalized terms used in this Assignment are defined in Exhibit A attached hereto):

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2012 (the "Asset Purchase Agreement"), by and among (i) Demand Media, (ii) Name.com, (iii) those subsidiaries of Name.com listed on the signature pages thereto (together with Name.com, the "Sellers"), and (iv) William Mushkin individually, Assignors have agreed to sell certain intellectual property assets of Assignors to Demand Media, or one or more subsidiaries of Demand Media designated by Demand Media;

WHEREAS, pursuant to Section 1.1 of the Asset Purchase Agreement, Demand Media has designated Assignee to purchase, acquire and accept the intellectual property assets of Assignors identified on Schedule I attached hereto; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignors agreed to enter into this Assignment, and Demand Media would not have entered into the Asset Purchase Agreement but for Assignors' execution of this Assignment.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby agree as follows:

1. Assignment of Proprietary Rights. Assignors hereby sell, transfer and assign to Assignee (a) all of Assignors' right, title and interest in and to all Internet domain names set forth on Schedule I(a) attached hereto and (b) all of Assignors' right, title and interest in and to all Intellectual Property, other than the Internet domain names set forth on Schedule I(a) attached hereto, used or reserved for use in connection with, or related to, the Business owned by any Assignor or in which any Assignor has any interest, including, without limitation, all physical media on which any such Intellectual Property is contained, including, but not limited to, the Intellectual Property set forth on Schedule I(b) attached hereto, in the United States and all foreign countries, together with the goodwill and other intangible rights associated therewith (collectively, the "Transferred Intellectual Property"), and all common law and statutory right, title and interest in the Transferred Intellectual Property, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past, present and future infringements and of opposition, interference and/or

cancellation proceedings for protection of the Transferred Intellectual Property, and Assignors hereby waive all rights of *droit moral* or other moral rights with respect to the Transferred Intellectual Property, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignors hereby authorize Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Transferred Intellectual Property, and to secure in Assignee's own name the patents and registrations granted thereon. Assignors shall provide all assistance reasonably requested by Assignee, at Assignee's expense, in the establishment, registration, maintenance, preservation and enforcement of Assignee's rights in or to the Transferred Intellectual Property. To the extent any right, title or interest in and to any Transferred Intellectual Property cannot lawfully be assigned by Assignors to Assignee, Assignors hereby grant to Assignee an exclusive, fully paid-up, transferable, irrevocable, perpetual, worldwide license (with full rights to sublicense) to use, exploit and practice any such nonassignable right, title and interest. To the extent any right, title or interest in and to any Transferred Intellectual Property can neither be lawfully assigned nor licensed by Assignors to Assignee, Assignors hereby irrevocably waive and shall never assert such nonassignable and nonlicensable right, title or interest against Assignee or any of its affiliates or any of Assignee's successors in interest.

3. Further Acts. Assignors shall execute or cause to be executed any additional documents, and take or cause to be taken any further actions reasonably requested by Assignee to carry out the intent and purpose of the assignment set forth in Section 1 above.

4. Multiple Counterparts; E-Signature. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered electronically (whether by PDF (which may include an electronic signature) or otherwise) or by facsimile shall be binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignors and Assignee have executed and entered into this Assignment as of the date first written above.

ASSIGNORS: NAME.COM INCORPORATED  
ARGO TECHNOLOGIES INC.  
WEB TECH NAMES INC.  
WEB INFINITY INC.  
SUN MOUNTAIN INC.  
ONLINE NAME SERVICES INC.  
BRIARWOOD TECHNOLOGIES INC.  
DEERWOOD INVESTMENTS INC.  
DHARANA DOMAINS INC.  
DOMREG SERVICES INC.  
FREESTYLE NAME HOLDINGS INC.  
HOST NAME SERVICES INC.  
INTERNET CAPITAL, INC.  
INTERNATIONAL REGISTRATION SERVICES INC.  
MOUNTAIN DOMAINS INC.

By: William Mushkin  
Name: William Mushkin  
Title: Authorized Officer

STATE OF \_\_\_\_\_ )  
 ) SS  
CITY/COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said City/County, in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Argo Technologies Inc., a Delaware corporation, Briarwood Technologies Inc., a Delaware corporation, Deerwood Investments Inc., a Delaware corporation, Dharana Domains Inc., a Delaware corporation, DomReg Services Inc., a Delaware corporation, FreeStyle Name Holdings Inc., a Delaware corporation, Host Name Services Inc., a Delaware corporation, International Registration Services Inc., a Delaware corporation, Internet Capital, Inc., a Wyoming corporation, Mountain Domains Inc., a Delaware corporation, Name.com Incorporated, a Delaware corporation, Online Name Services Inc., a Delaware corporation, Sun Mountain Inc., a Delaware corporation, Web Infinity Inc., a Delaware corporation, and Web Tech Names Inc., a Delaware corporation, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notarial Seal



ASSIGNEE:

ENOM, INCORPORATED

By: [Signature]  
Name: Taryn Naidu  
Title: President



STATE OF Washington )  
CITY/COUNTY OF King ) SS )

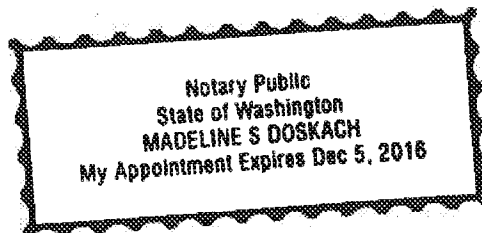
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Taryn Naidu, President of eNom, Incorporated, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28<sup>th</sup> day of December, 2012.

[Signature]  
Notary Public

My Commission expires: 12-5-16

Notarial Seal



[Signature Page to Assignment of Intellectual Property Rights]

## Exhibit A

### Certain Definitions

“Business” shall mean any historical, current or planned business or business activities of any Seller, including, without limitation, the domain name registrar business, the internet domain name registration business and the business of owning, managing, acquiring and monetizing internet domain names, provided that the Business shall not include the Who.is Business.

“Intellectual Property” shall mean any and all rights in or affecting intellectual or industrial property or other proprietary rights, existing now or in the future in the United States or anywhere in the universe. Intellectual Property includes, without limitation, any and all rights in, to, or subsisting in the following:

(a) all issued patents, reissued or reexamined patents, revivals of patents, divisions, continuations and continuations-in-part of patents, all renewals and extensions thereof utility models, and certificates of invention, regardless of country or formal name;

(b) all published or unpublished nonprovisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings, invention disclosures and records of invention;

(c) all copyrights, copyrightable works, semiconductor topography and mask work rights, including, without limitation, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and ownership of copyrightable works, semiconductor topography works and mask works, the right to create derivative works, and all applications for registration, registrations, renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions;

(d) all trademarks, service marks, logos, trade names, Internet domain names, 1-800, 1-888, 1-877 and other “vanity” telephone numbers, together with the goodwill of the business associated therewith, all applications for registration and registrations thereof, renewals thereof, the right to bring opposition and cancellation proceedings and any and all rights under the laws of trade dress;

(e) all proprietary information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including without limitation all technology, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, trade secrets, confidential information, technical data, databases, data compilations and collections, computer programs, and all hardware, software and processes; and

(f) all other intangible assets, properties and rights; and



(g) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the foregoing intellectual and other proprietary rights set forth in the foregoing paragraphs (a) through (f), the right to file applications and obtain registrations, and all rights arising therefrom and pertaining thereto and all products, proceeds and revenues arising from or relating to any and all of the foregoing.

“Who.is Business” shall mean the domain name lookup business associated with the who.is website.

## Schedule I(a)

### Transferred Intellectual Property – Domain Names

name.com  
domainsite.com  
name.net  
alohanic.com  
sunmounta.in  
deerwood.name  
canyongate.biz  
cirs.us  
onlinenameservices.com  
hostnameservices.net  
briarwoodtechnologies.com  
mountaindomains.net  
webtechnames.com  
freestyleholdings.com  
intlregistrationservices.com  
domainregservices.com  
dharanadomains.com  
webinfinityinc.com  
argotech.us  
internetcap.us

Schedule I(a)

**Schedule I(b)**  
Transferred Intellectual Property – Intellectual Property

<b>Registered and Pending U.S. Trademarks and Service Marks</b>			
<b>Mark</b>	<b>Number</b>	<b>International Class</b>	<b>Renewal Date</b>
NAME.COM	3,813,708	45	July 6, 2020
NAME.COM	3,810,540	35	June 29, 2020
NAME	3,853,435	35	September 28, 2020

<b>Unregistered Trademarks and Service Marks</b>
<p><u>Unregistered Trademarks:</u></p> <p>PageZen</p> <p>SEO Tutor</p> <p>Protective Domain Services</p> <p>Whois Privacy</p> <p>NameSafe</p> <p>DomainDate Sync</p> <p>Name.com logo</p> <p>DomainSite</p> <p><u>Trade Name:</u></p> <p>d/b/a name.com</p>

All of the Assignor's Intellectual Property, including:

- (a) all issued patents, reissued or reexamined patents, revivals of patents, divisions, continuations and continuations-in-part of patents, all renewals and extensions thereof utility models, and certificates of invention, regardless of country or formal name;

(b) all published or unpublished nonprovisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings, invention disclosures and records of invention;

(c) all copyrights, copyrightable works, semiconductor topography and mask work rights, including, without limitation, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and ownership of copyrightable works, semiconductor topography works and mask works, the right to create derivative works, and all applications for registration, registrations, renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions;

(d) all trademarks, service marks, logos, trade names, Internet domain names, 1-800, 1-888, 1-877 and other "vanity" telephone numbers, together with the goodwill of the business associated therewith, all applications for registration and registrations thereof, renewals thereof, the right to bring opposition and cancellation proceedings and any and all rights under the laws of trade dress;

(e) all proprietary information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including without limitation all technology, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, trade secrets, confidential information, technical data, databases, data compilations and collections, computer programs, and all hardware, software and processes; and

(f) all other intangible assets, properties and rights; and

(g) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the foregoing intellectual and other proprietary rights set forth in the foregoing paragraphs (a) through (f), the right to file applications and obtain registrations, and all rights arising therefrom and pertaining thereto and all products, proceeds and revenues arising from or relating to any and all of the foregoing.