

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
Internet Brands, Inc.		08/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MH Sub I, LLC
Street Address:	909 N. Sepulveda Blvd.
Internal Address:	11th Floor
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2880066	DMD.COM
Registration Number:	2843826	DDS.COM
Registration Number:	4284629	THE ONLINE PRACTICE
Registration Number:	4220170	ONLINE CHIRO
Registration Number:	3845040	BAYSTONE MEDIA
Serial Number:	85575988	BAYSTONE SOCIAL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

900266048

**TRADEMARK
 REEL: 005110 FRAME: 0534**

OP \$165.00 2880066

Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER:

Jenna Sleafie

Signature:

/Jenna Sleafie/

Date:

09/12/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of this 31st day of August, 2013 (the "Effective Date"), by and between Internet Brands, Inc., a Delaware corporation ("Assignor"), and MH Sub I, LLC, a Delaware limited liability company ("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, Assignor and Assignee have entered into that certain Asset Assignment Agreement dated as of August 31, 2013 (the "Assignment 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 Transferred Assets (as defined in the Assignment 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 Assignment 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 Effective 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.

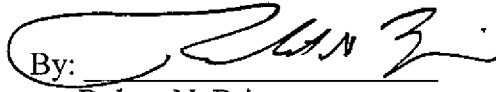
[Signature Page Follows.]

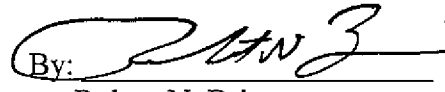
EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the Effective Date.

INTERNET BRANDS, INC.

MH SUB I, LLC

By: 
Robert N. Brisco
Chief Executive Officer

By: 
Robert N. Brisco
President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005110 FRAME: 0538

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Territory	Registration/Serial Number
DDS.COM	United States	2,843,826
DMD.COM	United States	2,880,066
THE ONLINE PRACTICE	United States	4284629
ONLINE CHIRO	United States	4220170
BAYSTONE MEDIA	United States	3845040
BAYSTONE SOCIAL	United States	85575988

[Schedule A]