

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
Reed Elsevier Properties Inc.		11/01/2013	CORPORATION:

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: 17

Property Type	Number	Word Mark
Serial Number:	73812393	AV
Serial Number:	85456268	AV PREEMINENT
Serial Number:	73812583	BV
Serial Number:	85456270	BV DISTINGUISHED
Serial Number:	75936407	DISPUTE RESOLUTION DIRECTORY
Serial Number:	75088966	ISLN
Serial Number:	74047920	LAWYER LOCATORS
Serial Number:	76231896	MARTINDALE.COM
Serial Number:	75060057	MARTINDALE-HUBBELL
Serial Number:	73749191	MARTINDALE-HUBBELL
Serial Number:	77726046	MARTINDALE-HUBBELL
Serial Number:	85167857	MARTINDALE-HUBBELL
Serial Number:	77789295	MARTINDALE-HUBBELL

OP \$440.00 73812393

Serial Number:	75936406	MARTINDALE-HUBBELL DISPUTE RESOLUTION DI
Serial Number:	78443129	MARTINDALE-HUBBELL LAWYERS.COM
Serial Number:	85447802	MARTINDALE-HUBBELL TOP RATED LAWYERS
Serial Number:	74063525	PRACTICE PROFILES

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.

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

NAME OF SUBMITTER:

Jenna Sleeve

Signature:

/Jenna Sleeve/

Date:

11/06/2013

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Trademark Assignment"), effective as of November 1, 2013, is by and between **Reed Elsevier Properties Inc.**, a corporation organized under the laws of Delaware ("Assignor") and **Internet Brands, Inc.**, a corporation organized under the laws of Delaware ("Assignee", together with Assignor, the "Parties", and each individually, a "Party"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Omnibus Agreement (as defined below).

WHEREAS, Assignor, Assignee and Reed Elsevier Inc., a corporation organized under the laws of Massachusetts are parties to that certain Omnibus Agreement, dated as of August 27, 2013, (the "Omnibus Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept, all of Assignor's right, title and interest in and to the United States trademarks and trademark applications listed on Schedule A hereto (the "Trademarks") among other assets; and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including all registrations and applications thereof and the goodwill symbolized thereby, all rights of priority and renewals, and together with all causes of actions, claims and demands, and all other rights to sue and recover for or rights arising from, any past, present, and future infringements, misappropriations, dilutions, unlawful imitations and all other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Recordation. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable Governmental Authority, to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Trademark Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Trademarks.

3. Counterparts; Effectiveness. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such

counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Trademark Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

5. Governing Law; Jurisdiction. This Trademark Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of Delaware, United States of America without regard to conflicts of laws provisions thereof. The Parties specifically submit themselves to the non-exclusive jurisdiction of the state and federal courts sitting in the State of Delaware.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Assignment has been executed on behalf of the Parties on the date first written above.

ASSIGNOR:

REED ELSEVIER PROPERTIES INC.

By: 

Name: Renee P. Simonton

Title: President

ASSIGNEE:

INTERNET BRANDS, INC.

By: _____

Name: Robert N. Brisco

Title: Chief Executive Officer

[Signature Page to REPI U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005148 FRAME: 0097

IN WITNESS WHEREOF, this Trademark Assignment has been executed on behalf of the Parties on the date first written above.

ASSIGNOR:

REED ELSEVIER PROPERTIES INC.


By: _____

Name: Renee P. Simonton

Title: President

ASSIGNEE:

INTERNET BRANDS, INC.

By:  _____

Name: Robert N. Brisco

Title: Chief Executive Officer

[Signature Page to REPI U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005148 FRAME: 0098

SCHEDULE A

U.S. TRADEMARKS

MARK (PROFILE NAME)	CURRENT OWNER	CLASS(ES)	COUNTRY NAME	APP #	APP. DATE	STATUS	REG. #	REG. DATE
AV	Reed Elsevier Properties Inc.	B	United States of America	73/812,393	Jul 14, 1989	Registered	1665366	Nov 19, 1991
AV PREEMINENT	Reed Elsevier Properties Inc.	Class B	United States of America	85/456,268	Oct 26, 2011	Registered	4164180	Jun 26, 2012
BV	Reed Elsevier Properties Inc.	B	United States of America	73/812,583	Jul 14, 1989	Registered	1667966	Dec 10, 1991
BV DISTINGUISHED	Reed Elsevier Properties Inc.	B	United States of America	85/456,270	Oct 26, 2011	Registered	4164181	Jun 26, 2012
DISPUTE RESOLUTION DIRECTORY	Reed Elsevier Properties Inc.	035	United States of America	75/936,407	Mar 6, 2000	Registered	2667368	Dec 24, 2002
ISLN	Reed Elsevier Properties Inc.	035	United States of America	75/088,966	Apr 16, 1996	Registered	2078876	Jul 15, 1997
LAWYER LOCATORS	Reed Elsevier Inc.	035	United States of America	74/047,920	Apr 11, 1990	DEAD* (Shown as Registered with USPTO)	1765356	Apr 13, 1993
MARTINDALE.COM	Reed Elsevier Properties Inc.	035, 042	United States of America	76/231,896	Mar 29, 2001	Registered	2796593	Dec 23, 2003
MARTINDALE-HUBBELL	Reed Elsevier Properties Inc.	009, 035, 042	United States of America	75/060,057	Feb 20, 1996	Registered	2057030	Apr 29, 1997
MARTINDALE-HUBBELL	Reed Elsevier Properties Inc.	016	United States of America	73/749,191	Aug 30, 1988	Registered	1542506	Jun 6, 1989
MARTINDALE-HUBBELL	Reed Elsevier Properties Inc.	035	United States of America	77/726,046	Apr 30, 2009	Registered	3804504	Jun 15, 2010

MARTINDALE-HUBBELL	Reed Elsevier Properties Inc.	035	United States of America	85/167,857	Nov 3, 2010	Registered	3966392	May 24, 2011
MARTINDALE-HUBBELL	Reed Elsevier Properties Inc.	042	United States of America	77/789,295	Jul 24, 2009	Registered	3762759	Mar 23, 2010
MARTINDALE-HUBBELL DISPUTE RESOLUTION DIRECTORY	Reed Elsevier Properties Inc.	042	United States of America	75/936,406	Mar 6, 2000	Registered	2724776	Jun 10, 2003
MARTINDALE-HUBBELL LAWYERS.COM	Reed Elsevier Properties Inc.	042	United States of America	78/443,129	Jun 29, 2004	Registered	2989601	Aug 30, 2005
MARTINDALE-HUBBELL TOP RATED LAWYERS	Reed Elsevier Properties Inc.	016	United States of America	85/447,802	Oct 14, 2011	Allowed	n/a	n/a
PRACTICE PROFILES	Reed Elsevier Properties Inc.	016	United States of America	74/063,525	May 29, 1990	Registered	1697156	Jun 23, 1992

Unregistered:

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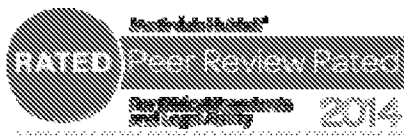
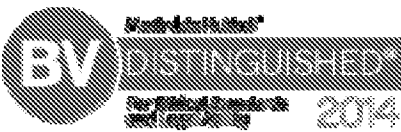
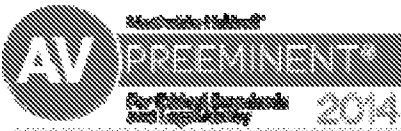
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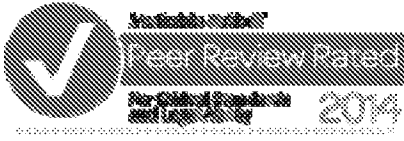
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