

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
Exponential Interactive, Inc.		11/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ziff Davis, Inc.		
Street Address:	28 East 28th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2405796	TECHBARGAINS.COM	
Registration Number:	3899869	THE SITE RETAILERS HOPE YOU DON'T DISCOV	
Registration Number:	4210050	PLANETBARGAINS	
Registration Number:	4235406	YOUR DESTINATION FOR SAVINGS	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	585-419-8736		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Laura W. Smalley, Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	248785		
NAME OF SUBMITTER:	Laura W. Smalley		

CH \$115.00 2405796

TRADEMARK

Signature:	/Laura W. Smalley/
Date:	11/25/2013
Total Attachments: 7 source=Assign from Exponential Interactive to Ziff Davis#page1.tif source=Assign from Exponential Interactive to Ziff Davis#page2.tif source=Assign from Exponential Interactive to Ziff Davis#page3.tif source=Assign from Exponential Interactive to Ziff Davis#page4.tif source=Assign from Exponential Interactive to Ziff Davis#page5.tif source=Assign from Exponential Interactive to Ziff Davis#page6.tif source=Assign from Exponential Interactive to Ziff Davis#page7.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of November 15, 2013 (the “*Effective Date*”) by and between Ziff Davis, Inc., a Delaware corporation, (“*Assignee*”), and Exponential Interactive, Inc., a Delaware corporation (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to acquire assets of Assignor related to the techbargains.com and planetbargains.com websites (the “*Business*”), including all of the Assignor’s right, title and interest in and to Assignor’s trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Future Use of the Marks. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

4. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

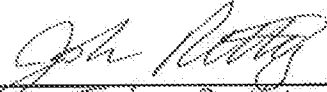
This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

EXPONENTIAL INTERACTIVE, INC.

By: 
Name: John Retting
Title: CEO

ASSIGNEE:

ZIFF DAVIS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005160 FRAME: 0394

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

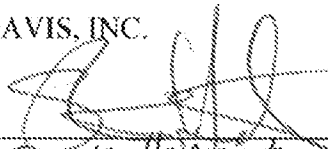
ASSIGNOR:

EXPONENTIAL INTERACTIVE, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

ZIFF DAVIS, INC.

By:  _____
Name: Steve H. Hertz
Title: COO + VP

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE I

ASSIGNED TRADEMARKS

Mark	Country	Registration/Application Number and Date	Class(es)	Owner	Status
TECHBARGAINS.COM	United States	Reg. No.: 2,405,796 Registered: 11/21/2000	35	Exponential Interactive, Inc.	Registered
THE SITE RETAILERS HOPE YOU DON'T DISCOVER	United States	Reg. No.: 3,899,869 Registered: 1/4/2011	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	United States	Reg. No.: 4,210,050 Registered: 9/18/2012	35	Exponential Interactive, Inc.	Registered
YOUR DESTINATION FOR SAVINGS	United States	Reg. No.: 4,235,406 Registered: 10/30/2012	35	Exponential Interactive, Inc.	Registered
THE WEBSITE RETAILERS DON'T WANT YOU TO KNOW ABOUT	United States	App. No.: 77/894,656 Filed: 12/16/2009	35	Exponential Interactive, Inc.	Abandoned
TECHBARGAINS.COM	International Registration	Reg. No.: 1103793 Registered: 11/3/2011	35	Exponential Interactive, Inc.	Registered
TECHBARGAINS.COM	European Union (extension of IR No. 1103793)	National App. No.: 1103793 IR Reg. Date: 11/28/2012	35	Exponential Interactive, Inc.	Registered
TECHBARGAINS.COM	Switzerland (extension of IR No. 1103793)	National App. No.: 1103793 IR Reg. Date: 3/28/2013	35	Exponential Interactive, Inc.	Registered
TECHBARGAINS.COM	Turkey (extension of IR No. 1103793)	National App. No.: 1103793 IR Reg. Date: 4/10/2013	35	Exponential Interactive, Inc.	Registered

TECHBARGAINS.COM	New Zealand (extension of IR No. 1103793)	National App. No.: 978315 IR Reg. Date: 10/25/2013	35	Exponential Interactive, Inc.	Registered
TECHBARGAINS.COM	Singapore (extension of IR No. 1103793)	National App. No.: T1308621C Filed: 4/24/2013	35	Exponential Interactive, Inc.	Pending
TECHBARGAINS.COM	Norway (extension of IR No. 1103793)	National App. No.: 201200805	35	Exponential Interactive, Inc.	Abandoned
TECHBARGAINS.COM	Mexico (extension of IR No. 1103793)	National App. No.: 1379404 Filed: 4/24/2013	35	Exponential Interactive, Inc.	Pending
TECHBARGAINS.COM	Australia (extension of IR No. 1103793)	National App. No.: 1560103 Filed: 4/24/2013	35	Exponential Interactive, Inc.	Pending
TECHBARGAINS	Canada	Reg. No.: TMA808979 Registered: 10/13/2011	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	International Registration	Reg. No.: 1132580 Registered: 8/8/2012	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	European Union (extension of IR No. 1132580)	National App. No.: 1132580 IR Reg. Date: 8/27/2013	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	Australia (extension of IR No. 1132580)	National App. No.: 1522091 IR Reg. Date: 3/8/2013	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	New Zealand (extension of IR No. 1132580)	National App. No.: 978318 IR Reg. Date: 4/25/2013	35	Exponential Interactive, Inc.	Registered

PLANETBARGAINS	Singapore (extension of IR No. 1132580)	National App. No.: T1216163G IR Reg. Date: 3/9/2012	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	Philippines (extension of IR No. 1132580)	National App. No.: 1132580 IR Reg. Date: 11/1/2012	35	Exponential Interactive, Inc.	Registered
PLANETBARGAINS	Mexico (extension of IR No. 1132580)	National App. No.: 1379411 Filed: 4-25-2013	35	Exponential Interactive, Inc.	Pending
PLANETBARGAINS	Canada	Reg. No.: TMA859468 Registered: 9/6/2013	35	Exponential Interactive, Inc.	Registered