

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Typepad, Inc.		08/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Typepad Holdings LLC		
Street Address:	10 Corporate Drive		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3014829	TYPEPAD	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-468-4823		
Email:	pporter@dglaw.com		
Correspondent Name:	Jeffrey C. Katz		
Address Line 1:	1740 Broadway		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	27373-0001-000 PP		
NAME OF SUBMITTER:	Jeffrey C. Katz		
Signature:	/Jeffrey C. Katz/		

CH \$40.00 3014829

Date:

12/23/2013

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT dated as of August 30, 2013, is by and among Typepad, Inc., a Delaware corporation ("*Typepad*"), Say Media, Inc., a Delaware corporation ("*Owner*") (collectively, Owner and Typepad are referred to herein as "*Seller*"), and Typepad Holdings LLC, a Delaware limited liability company ("*Buyer*") and is executed pursuant to that certain Asset Purchase Agreement among Typepad, Owner and Buyer of even date herewith (the "*Purchase Agreement*").

RECITALS

A. Seller owns all right, title and interest in and to the trademarks and service marks set forth on Exhibit A hereto, including the associated common law trademark rights (collectively, the "*Marks*").

B. In accordance with the terms of the Purchase Agreement, Seller wishes to assign, and Buyer wishes to acquire, all of Seller's right, title and interest in and to the Marks, throughout the world.

AGREEMENT

In consideration of the promises and the mutual covenants and conditions contained herein and in the Purchase Agreement, Seller and Buyer agree as follows:

1. Seller does hereby sell, transfer, assign, deliver, and convey to Buyer, its successors and assigns, (a) Seller's entire right, title and interest in and to the Marks throughout the world, together with the goodwill of the business associated with the Marks; (b) the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; (c) all renewals of the Mark; (d) all licenses for the use of the Mark; (e) all rights, income, royalties, interests, demands, claims and causes of action, both at law and in equity, for past, present or future infringement, violation or misappropriation thereof, including the right to compromise, sue for and collect damages with respect to any such infringement, violation or misappropriation; (f) any rights that Assignor may have, corresponding to any of the foregoing, throughout the world; and (g) the right to assign the rights conveyed herein, the same to be to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Seller consents to the recordation of this Agreement by Buyer with the United States Patent and Trademark Office.

3. Seller covenants that (a) Seller owns all right, title and interest in and to the Marks; (b) Seller has the full right to convey the interests assigned by this Trademark Assignment Agreement; and (c) Seller will cooperate with Buyer to execute all documents reasonably necessary to perfect the interests assigned hereby.

4. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, notwithstanding its conflicts of laws rules.

5. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns.

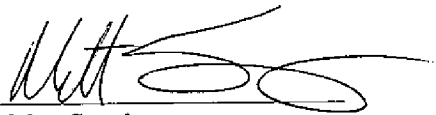
6. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. This Assignment may only be amended in a writing signed by the parties hereto. This Trademark Assignment Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Trademark Assignment Agreement as of the date first above written.

Seller:

TYPEPAD, INC.

By: 

Name: Matt Sanchez
Title: Chief Executive Officer

Buyer:

TYPEPAD HOLDINGS LLC

By: Tregaron Opportunity Fund I, L.P., its
managing member

By: Tregaron Opportunity Fund, LLC, its
manager

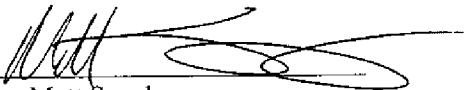
By: _____

Name: M. Todd Collins

Title: Managing Member

Owner:

SAY MEDIA, INC.

By: 

Name: Matt Sanchez
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have signed this Trademark Assignment Agreement as of the date first above written.

Seller:

TYPEPAD, INC.

By: _____
Name: Matt Sanchez
Title: Chief Executive Officer

Owner:

SAY MEDIA, INC.

By: _____
Name: Matt Sanchez
Title: Chief Executive Officer

Buyer:

TYPEPAD HOLDINGS LLC

By: Tregaron Opportunity Fund I, L.P., its
managing member

By: Tregaron Opportunity Fund, LLC, its
manager

By: 
Name: M. Todd Collins
Title: Managing Member

EXHIBIT A
SELLER TRADEMARKS AND SERVICE MARKS

Country	Trademark	Class	Filing Date	Reg. Number	Reg. Date
Australia	TYPEKEY	42	11/8/04	1028748	7/18/05
Australia	TYPEPAD	42	11/8/04	1028750	8/29/05
Canada	TYPEKEY	41, 42	11/5/04	683009	3/6/07
Canada	TYPEPAD	42	11/5/04	652700	11/15/05
China	TYPEKEY	42	12/28/04	4438963	8/21/08
China	TYPEPAD	42	12/28/04	4438962	8/21/08
European Community	TYPEKEY	42	12/7/04	4189627	8/8/06
European Community	TYPEPAD	42	12/7/04	4189585	3/8/06
European Community		9,35,3 8,41,4 2	6/25/04	3911823	5/16/06
European Community		9,35,3 8,41,4 2	12/1/03	3567096	5/23/06
Finland	TYPEKEY	38	11/5/04	233249	5/13/05
Finland	TYPEPAD	42	11/5/04	237782	11/30/06
Hong Kong	TYPEKEY	42	10/29/04	300310184	6/6/05
Hong Kong	TYPEPAD	42	10/29/04	300310201	6/6/05
India	TYPEKEY	38	2/18/05	1339444	11/9/05
India	TYPEPAD	38	2/18/05	460262	11/9/05
Japan	TYPEKEY	9, 42	10/29/04	5095280	11/30/07
Japan		42	4/30/04	4849636	3/25/05
Japan	TYPEPAD	9, 42	10/29/04	5095281	11/30/07
Japan		42	4/30/04	4849635	3/25/05
Mexico	TYPEKEY	38	10/29/04	867698	2/22/05
Mexico	TYPEPAD	38	10/29/04	917788	1/30/06
New Zealand	TYPEKEY	42	11/1/04	720719	5/5/05
New Zealand	TYPEPAD	42	11/1/04	720720	5/12/05
Russia	TYPEKEY	38	10/20/04	293784	8/9/05
Russia	TYPEPAD	38	10/29/04	301394	2/17/06

Country	Trademark	Class	Filing Date	Reg. Number	Reg. Date
Taiwan	TYPEKEY	38	11/2/04	1245440	1/1/07
Taiwan	TYPEPAD	38,42	11/2/04	1188128	12/16/05
United States	TYPEPAD	42	4/9/03	3014829	11/15/05