

## 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 Matrix, Inc.		12/20/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MH Sub I, LLC		
Street Address:	909 N. Sepulveda Blvd., 11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86029688	CHIROMATRIX	
Serial Number:	86029836	ACUMATRIX	
Serial Number:	85769998	DENTALMATRIX	
Serial Number:	86026286	IMATRIX	
Serial Number:	86026360	INTERNET MATRIX	
Serial Number:	86029770	VETMATRIX	
Serial Number:	77622764	CHIROMATRIX	
Serial Number:	85123890	VETMATRIX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3102804359		
Email:	jenna.sleeve@internetbrands.com		
Correspondent Name:	Jenna Sleeve		

OP \$215.00 86029688

Address Line 1: 909 N. Sepulveda Blvd.  
Address Line 2: 11th Floor  
Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER: Jenna Sleafte

Signature: /Jenna Sleafte/

Date: 12/26/2013

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of this 14th day of December, 2013, by and between Internet Matrix, Inc., a California corporation ("Assignor"), and MH Sub I, LLC, a Delaware limited liability company and a wholly-owned affiliate of Internet Brands, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations (and pending applications) set forth in Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, the parties hereto have entered into that certain Asset Purchase and Sale Agreement by and among Assignor, Assignee, Internet Brands, Inc., Asaf Benhaim, and Yamia Benhaim, dated as of December 14, 2013 (the "Purchase 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 Purchased Assets (as defined in the Purchase Agreement), which include the Trademarks;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, 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, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, 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 (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 Closing 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

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

MH SUB I, LLC

By: 

Robert N. Brisco  
Chief Executive Officer

INTERNET MATRIX, INC.

By: \_\_\_\_\_

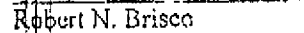
Asaf Benhaim  
Chief Executive Officer

EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.


MH SUB I, LLC

By:

  
Robert N. Brisco  
Chief Executive Officer

INTERNET MATRIX, INC.

By:

  
Asaf Benhaim  
Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

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.]

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>
CHIROMATRIX	3668801
VETMATRIX	3961232

**PENDING TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>
ACUMATRIX	86029836
CHIROMATRIX	86029688
DENTALMATRIX	85769998
IMATRIX	86026286
INTERNET MATRIX	86026360
VETMATRIX	86029770

Schedule A