

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/10/2014
 900279846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sense Networks, Inc.		12/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	YellowPages.com LLC		
Street Address:	611 N. Brand Avenue, 5th Floor		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203		
Entity Type:	Limited Liability Company: Delaware		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3681012	MACROSENSE	
Registration Number:	3681013	CITYSENSE	
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>			
Email:	jgoak@ktslaw.com		
Correspondent Name:	Jennifer D. Arkowitz		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	900703 & 900700		
NAME OF SUBMITTER:	Jennifer D. Arkowitz		
Signature:	/Jennifer D. Arkowitz/		
Date:	02/10/2014		

OP \$65.00 3681012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is executed and delivered effective December 19, 2013 (the "**Effective Date**") by Sense Networks, Inc. a Delaware corporation ("**Seller**"), to and in favor of YellowPages.com LLC, a Delaware limited liability company ("**Buyer**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated December 19, 2013 executed by and among Seller, Buyer and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as Sense Representative (the "**Purchase Agreement**"), Seller has agreed to sell, assign and convey and Buyer has agreed to purchase, among other things, the Seller Intellectual Property as defined in the Purchase Agreement and as more particularly described in Schedule 4.13(a) thereto (the "**Intellectual Property**"), a copy of which schedule is attached hereto (capitalized terms used herein but not otherwise defined shall have the meaning as set forth in the Purchase Agreement); and

WHEREAS, the Purchase Agreement obligates Seller and Buyer to execute this Intellectual Property Assignment to evidence Seller's sale, assignment, and conveyance of the Intellectual Property to Buyer, and the parties desire to satisfy that obligation.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Seller does hereby sell, assign, convey, and otherwise transfer unto Buyer, and Buyer hereby accepts the sale, assignment, conveyance and transfer of, all of Seller's right, title, and interest of every kind and nature whatsoever in and to the Intellectual Property including without limitation all associated goodwill of the Business and including the right to sue, counterclaim and recover for damages and profits, and all other remedies for past, present and future infringements and misappropriation of the rights assigned under this Assignment.

Seller agrees, at the request and expense of Buyer, to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts as Buyer may require in order to vest all Seller's rights, title, and interest in and to the Intellectual Property in Buyer or any successor in interest to Buyer in accordance with the Purchase Agreement. Seller hereby constitutes and appoints Buyer, solely with respect to this Assignment and the tasks directly related to the same, as Seller's agent and attorney-in-fact, with full power of substitution, to execute and deliver such assignments, documents, and instruments as Seller may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

Nothing contained herein shall in any way supersede or modify the provisions of the Purchase Agreement, including the representations, warranties, covenants and agreements of, or any of the rights, remedies or obligations of, any party set forth therein. To the extent any term, condition, or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

EXECUTION COPY

This Assignment shall be construed and enforced in accordance with the laws of the State of New York (other than the choice of law principles thereof that would result in the application of the law of any other jurisdiction).

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

* * * * *

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed by Seller and Buyer and is effective as of the Effective Date.

SELLER:

BUYER:

SENSE NETWORKS, INC.

YELLOWPAGES.COM, LLC

By: 

By: _____

Name: David J. Petersen

Name: Mark Smith

Title: Chief Executive Officer

Title: Chief Financial Officer

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005217 FRAME: 0698

IN WITNESS WHEREOF, this Assignment has been duly executed by Seller and Buyer and is effective as of the Effective Date.

SELLER:

BUYER:

SENSE NETWORKS, INC.

YELLOWPAGES.COM, LLC

By: _____

Name: David J. Petersen

Title: Chief Executive Officer

By:  _____

Name: Mark Smith

Title: Chief Financial Officer

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005217 FRAME: 0699

Schedule of Intellectual Property

Schedule 4.13(a)
Intellectual Property

(i)

(ii) trademark, service mark or trade name registration or application for registration owned by Seller

a. Citysense (Serial 77484465, Registration 3681013)

b. Macrosense (Serial 77484465, Registration 3681012)

(iii)

(iv)