

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319823

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Doityourself.com, Inc. | | 12/29/2006 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Internet Brands, Inc. | | |
| Street Address: | 909 N. Sepulveda Blvd., 11th Floor | | |
| City: | El Segundo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90245 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3232708 | DOITYOURSELF.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | jenna.sleeve@internetbrands.com | | |
| Correspondent Name: | Jenna Sleeve | | |
| Address Line 1: | 909 N. Sepulveda Blvd., 11th Floor | | |
| Address Line 4: | El Segundo, CALIFORNIA 90245 | | |
| NAME OF SUBMITTER: | Jenna Sleeve | | |
| SIGNATURE: | /Jenna Sleeve/ | | |
| DATE SIGNED: | 10/10/2014 | | |
| Total Attachments: 7 | | | |
| source=Merger Agreement Pages#page1.tif | | | |
| source=Merger Agreement Pages#page2.tif | | | |
| source=Merger Agreement Pages#page3.tif | | | |
| source=Merger Agreement Pages#page4.tif | | | |
| source=Merger Agreement Pages#page5.tif | | | |
| source=Merger Agreement Pages#page6.tif | | | |
| source=Merger Agreement Pages#page7.tif | | | |

OP \$40.00 3232708

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of December 29, 2006 by and among: (i) Internet Brands, Inc., a Delaware corporation ("Buyer"); (ii) Internet Brands Acquisition Sub I, Inc. a New Jersey corporation and wholly owned subsidiary of Buyer ("Merger Subsidiary"); (iii) DoItYourself.com, Incorporated, a New Jersey corporation ("Company"); and (iv) each of Gerry Goldsholle, a California resident, and David Goldsholle, a Florida resident, who are the founders of Company and who together own a majority of the outstanding stock of Company (together, "Founders").

RECITALS

- A. Buyer desires to purchase all of Company's outstanding capital stock for cash by means of a reverse triangular merger of Merger Subsidiary with and into Company, with Company as the surviving corporation (the "Merger"), in accordance with the New Jersey Business Corporation Act (the "NJBCA"), subject to the terms and conditions contained in this Agreement; and
- B. Founders desire to sell their shares of the capital stock of Company to Buyer by means of the Merger, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 Surviving Corporation. Subject to the provisions of this Agreement and the NJBCA, at the Effective Time (as defined below), Merger Subsidiary will be merged with and into Company, the separate corporate existence of Merger Subsidiary will cease, and Company will be the surviving corporation in the Merger. Company, in its capacity as the corporation surviving the Merger, is sometimes referred to herein as the "Surviving Corporation." The Merger will have the effects set forth in the NJBCA.

(a) Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation will be amended and restated at and as of the Effective Time to read as did the Certificate of Incorporation of Merger Subsidiary immediately prior to the Effective Time, except that the name of the Surviving Corporation will remain unchanged.

(b) Bylaws. The Bylaws of Merger Subsidiary, as in effect immediately prior to the Effective Time, will be the Bylaws of the Surviving Corporation.

necessary to obtain requisite shareholder approvals by written consent under the NJBCA to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Company and each of Founders, enforceable in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. This Agreement does not conflict with the Certificate of Incorporation, bylaws or voting agreements of Company in effect on the date hereof. The execution and delivery of this Agreement by Company and each of Founders, and the consummation of the transactions contemplated hereby will not violate, conflict with, or give rise to any rights by third parties under any contracts or agreements to which any of them is a party or by which any of them is bound. No consent, waiver, approval, order or authorization of any governmental authority, instrumentality, agency or commission, or any third party, except for the approval of the stockholders of Company and the filing of the Certificate of Merger as required by the NJBCA, is required for the execution and delivery of the Agreement or the consummation of the transactions contemplated hereby.

Section 2.2 Organization of Company. Company is a corporation duly organized, validly existing and in good standing under the laws of the state of New Jersey. Company has the requisite corporate power and authority to own its properties and to carry on its business as now conducted. Company is duly authorized and qualified to do business as now conducted, and is in good standing in each other jurisdiction where it is required to be so authorized and qualified, except where the failure to be so authorized and qualified has not had a material adverse effect on Company.

Section 2.3 Capitalization. As of the date hereof, the authorized capital of Company consists of 1,500 shares of common stock, of which 90 shares are issued and outstanding (the "Company Shares"). All of Company Shares are owned by Founders and the other Stockholders identified on Schedule 1.2(a). All of the outstanding Company Shares are fully paid and non-assessable and have been issued in accordance with applicable exemptions under federal and state securities laws and regulations. The Company Shares owned by Founders and the other Stockholders identified on Schedule 1.2(a), are held free of any liens, encumbrances and restrictions on transfer. There are no outstanding warrants, options or other equity rights, or rights convertible into equity rights of Company. Company has never had a stock option or similar plan for its employees.

Section 2.4 Ownership of Assets; Insurance. Company owns, or possesses sufficient leasehold, license or other rights to use, all of the tangible and intangible assets necessary to its business as currently conducted (the "Assets"), including each of the material Assets identified or described on Schedule 2.4 (which Schedule includes a listing of the Websites and all related domain and sub-domain names, descriptions of software used by Company other than "off the shelf" software that is widely commercially available, descriptions of Company's customer and e-mail databases, and lists of Company's registered copyrights and trademarks), free and clear of all liens, claims and encumbrances of any nature whatsoever. None of the Assets is the subject of any pending or, to the knowledge of Founders, threatened claim, including without

limitation any claim alleging patent, trademark or copyright infringement. Company has provided copies of all insurance policies covering the Assets to Buyer, which policies shall remain in full force and effect through the Effective Time.

Section 2.5 Absence of Undisclosed Liabilities.

(a) Liabilities List. Attached as Schedule 2.5 is a list of liabilities (the "Signing Date Liabilities List"), which Signing Date Liabilities List itemizes all known outstanding liabilities of Company as of the date of this Agreement. To the knowledge of Founders, as of the date of this Agreement there are no outstanding liabilities of Company, except those listed on the Signing Date Liabilities List and ongoing obligations under all the Material Contracts (as defined below) from and after the Effective Time.

(b) Closing Date Liabilities List. At the Closing and prior to the Effective Time, Company will have delivered a list of liabilities (the "Closing Date Liabilities List"), which Closing Date Liabilities List will itemize all outstanding liabilities of Company as of the Closing (including accrued liabilities arising under the Material Contracts through the Effective Time, and any other accrued liabilities of Company, including legal fees, broker/advisor fees, accounting fees, employee wages and salaries, accrued vacation, bonuses, severance pay, COBRA coverage expenses, related payroll taxes and employee benefits, debt, amounts owed on leases and other taxes, and amounts identified under the Transition Plan as to be paid by Company (rather than Buyer) during the Transition Plan Period). To the extent that the aggregate amount shown on the Closing Date Liabilities List exceeds the amount of cash held by Company in its operating account as of the Effective Time, Buyer will be entitled to deduct such excess from the Initial Consideration otherwise payable to the Stockholders at Closing, as contemplated under Section 1.2(a)(i).

(c) The Signing Date Liabilities List and the Closing Date Liabilities List will specifically include any liabilities related to the warehouse operation of Company's sister company, Hardware & Tools Corp. (formerly, DoItYourselfWarehouse.com, Inc.) ("Hardware & Tools") that are carried on the books and records of Company.

(d) To the knowledge of Founders, there are no other loss contingencies, claims or commitments of Company that are reasonably likely to result in a lien on or claim against Company or any of the Assets, including without limitation any claims by creditors of Company, former or purported owners of Company or former or current employees or independent contractors who provided services to Company.

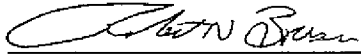
Section 2.6 Financial Statements; Books and Records. Attached hereto as Schedule 2.6 are an unaudited balance sheet as of November 30, 2006 and an unaudited profit and loss statement from January 1 through November 30, 2006, each of which has been prepared in accordance with the books and records of Company and fairly represents the financial position and results of operations of Company as of the dates and for the periods set forth therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:

FOUNDERS:

INTERNET BRANDS, INC.



Robert N. Brisco
Chief Executive Officer

Gerry Goldsholle, individually

David Goldsholle, individually

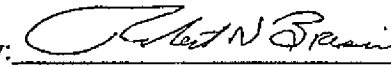
MERGER SUB:

COMPANY:

INTERNET BRANDS ACQUISITION
SUB I, INC.

DOITYOURSELF.COM,
INCORPORATED

By:



Robert N. Brisco
President

David Goldsholle
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

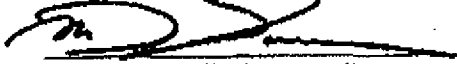
BUYER:

FOUNDERS:

INTERNET BRANDS, INC.

Robert N. Brisco
Chief Executive Officer

Gerry Goldsholle, individually



David Goldsholle, individually

MERGER SUB:

COMPANY:

INTERNET BRANDS ACQUISITION
SUB I, INC.

DOITYOURSELF.COM,
INCORPORATED

By: _____
Robert N. Brisco
President



David Goldsholle
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:

INTERNET BRANDS, INC.

Robert N. Brisco
Chief Executive Officer

MERGER SUB:

INTERNET BRANDS ACQUISITION
SUB I, INC.

By: _____
Robert N. Brisco
President

FOUNDERS:



Gerry Goldsholle, individually

David Goldsholle, individually

COMPANY:

DOITYOURSELF.COM,
INCORPORATED

David Goldsholle
Chief Executive Officer

**Schedule 2.4 Ownership of Material Assets
Article Inventory Report**

as of 12/21/2006

| # | Source Name | Articles Published |
|---|---|-----------------------|
| 1 | Company Articles | 2249 |
| 2 | Third Party Licensed Articles | 2091 |
| 3 | Press Release Type Articles | 859 |
| 4 | Trade Groups for Recognition | 292 |
| 5 | Colleges and Universities for Attribution | 456 |
| 6 | Government Supplied Copy | 441 |
| 7 | Assorted Articles for Attribution | 104 |
| 8 | Industry Suppliers for Attribution | 127 |
| | TOTAL ARTICLES | 6619 |
| 9 | Tips | 998 |
| | TOTAL ARTICLES AND TIPS | 7617 |
| | True Value Articles (should be deleted) | 232 |

This is an updated summary version of the full detailed article report originally printed as part of the due diligence documents.
A full up-to-date version will be supplied as part of the Closing documents.

Also current in forum.doityourself.com as of 12/25:

| | |
|---------|---------|
| Threads | 259188 |
| Posts | 1038663 |

Email Database

Downloadable from Roving.com - passwords supplied

Software List

Custom Content Management Serving Platform using MODx and Smarty Templates
Vbulletin Forums

Miscellaneous Office Furniture, Desks, Dividers, Supplies at Company Offices in Raritan, NJ.

Computer Servers per list supplied during Due Diligence.

Miscellaneous PCs, monitors, fax machine, and peripherals at Company Office in Raritan, NJ

Common Law and Federally Registered Copyright - copy of registration previously supplied

Common law and Federal Trademark of DoItYourself.com - copy of registration previously supplied