

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOL Inc.		06/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fleaflicker		
Street Address:	540 President Street,		
Internal Address:	3rd Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11215		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3872277	FLEAFlickER	
Registration Number:	3872305		
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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>			
Phone:	202-857-8977		
Email:	bushd@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	019428.14071 FLEAFlickER		
NAME OF SUBMITTER:	Douglas R. Bush		
SIGNATURE:	/D. R. Bush/		
DATE SIGNED:	01/12/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 20th day of June, 2011 (the "Effective Date"), by AOL Inc., a Delaware corporation ("Assignor"), for the benefit of Fleaflicker LLC, a New York limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Seller of the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Agreement, Assignor agrees as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the Marks (as hereinafter defined), including, without limitation, the right to transfer and renew any registrations included as part of the Marks and the right to apply for trademark registrations within and/or outside the United States based in whole or in part upon the Marks and any priority rights that may arise from the Marks, together with the goodwill of the business connected with and symbolized by the Marks and the right in respect of the Marks to institute, pursue and compromise any and all claims, demands, actions, causes of actions and choses in action no matter when the same arose or arises.

2. As used in this Assignment, "Marks" shall mean all of the trademarks, service marks, trade names and logos identified on Schedule A annexed hereto and made a part hereof.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

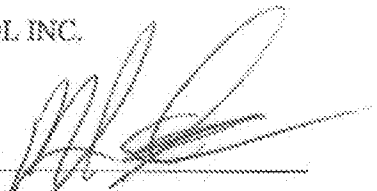
4. This Assignment is executed and delivered pursuant to the Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

AOL INC.

By: 

Name: Michael J. Smith

Title: SVP, Corporate Development

~~Commonwealth~~
~~STATE OF Virginia~~
} ss.:
COUNTY OF Loudoun }

ACKNOWLEDGMENT

On June 20, 2011 before me, Michael J. Smith, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

WITNESS my hand and official seal.

Signature Nancy S. Boyd (Seal)



Capacity Claimed by Signer -


Individual

Corporate Officer(s) _____

Schedule "A"

The Marks.

1.

Trademark	Status	App No.	Filing Date	Reg No.	Reg Date	Class	Services
FLEAFlickER	Registered	77/8537 29	10/21/2009	387227 7	11/9/2010	41 Int.	Entertainment services in the nature of fantasy sports leagues
FLEAFlickER Logo 	Registered	77/8596 11	10/28/2009	387230 5	11/9/2010	41 Int.	Entertainment services in the nature of fantasy sports leagues

2. The trademarks, service marks and trade names "Fleaflicker" and "Fleaflicker.com".

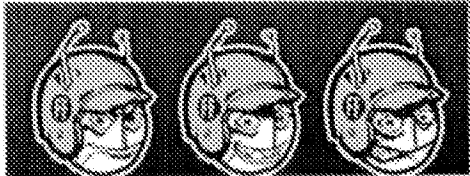
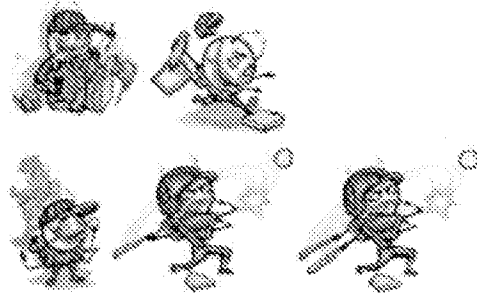
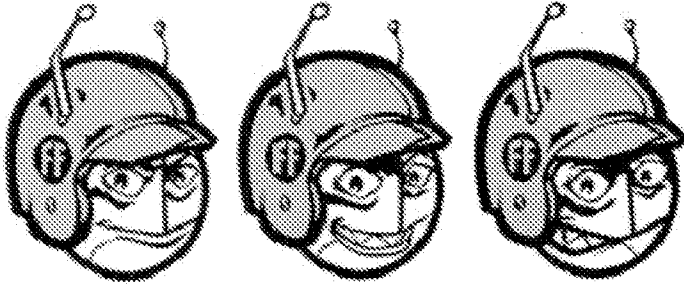
3. The following logos:





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TRADEMARK
REEL: 005438 FRAME: 0188



FLEAFlickER.COM

FLEAFlickER.COM

FLEAFlickER.COM

