

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329068

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the name of the Assignee from Fleaflicker to Fleaflicker LLC previously recorded on Reel 005438 Frame 0183. Assignor(s) hereby confirms the assignment to Fleaflicker LLC of Registration Nos. 3872277 and 3872305. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AOL Inc. | | 06/20/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fleaflicker LLC | | |
| 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: | 01/15/2015 | | |

CH \$65.00 3872277

Total Attachments: 7

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United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| 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
Phone: 202-857-8977
Email: bushd@arentfox.com

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.

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:

01/12/2015

Total Attachments: 5

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RECEIPT INFORMATION

ETAS ID: TM328596
Receipt Date: 01/12/2015
Fee Amount: \$65

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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

~~State~~ Commonwealth
(STATE OF Virginia)
COUNTY OF Loudoun) ss.:

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) _____

NYC/583119.1

Schedule "A"

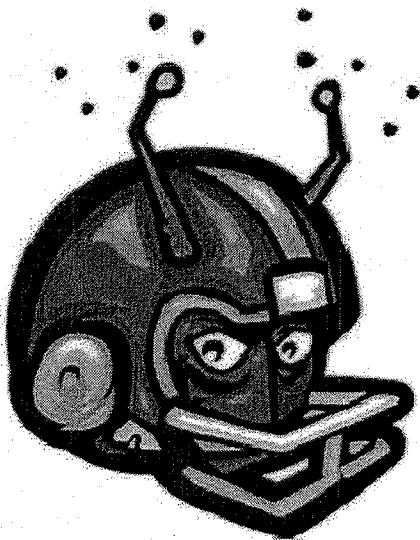
The Marks.

1.

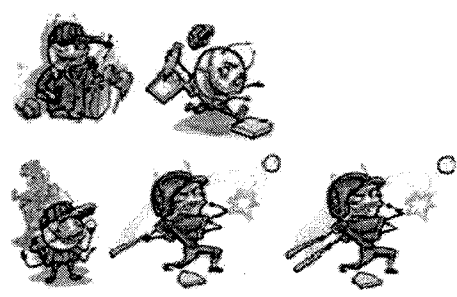
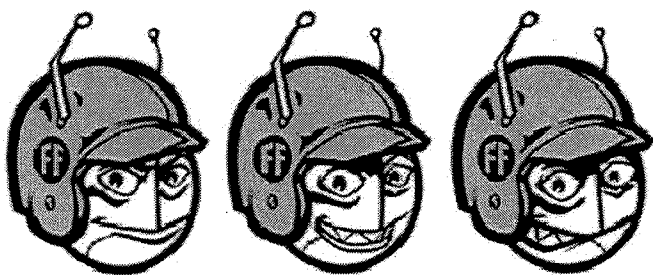
| Trademark | Status | App No. | Filing Date | Reg No. | Reg Date | Class | Services |
|--|------------|---------------|-------------|-------------|-----------|------------|--|
| FLEAFlickER | Registered | 77/8537 29 | 10/21/2009 | 387227 7 | 11/9/2010 | 41 Int. | Entertainment services in the nature 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:







FLEAFlickER.COM
FLEAFlickER.COM
FLEAFlickER.COM

