

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Padopolis, Inc.		10/08/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coupons.com Incorporated		
<b>Street Address:</b>	400 Logue Avenue		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4196841	CATALOG SPREE	
<b>Registration Number:</b>	4095996		
<b>Registration Number:</b>	4098480	PADOPOLIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6503968857		
<b>Email:</b>	patents@couponsinc.com		
<b>Correspondent Name:</b>	Kavita Aggarwal		
<b>Address Line 1:</b>	400 Logue Avenue		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94043		
<b>NAME OF SUBMITTER:</b>	Kavita Aggarwal		
<b>SIGNATURE:</b>	/Kavita Aggarwal/		
<b>DATE SIGNED:</b>	02/10/2015		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") from Padopolis, Inc., a Delaware corporation ("Assignor") to Coupons.com Incorporated, a Delaware corporation ("Assignee"), is effective as of October 10, 2014.

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of October 10, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Trademarks (as defined below).

1. Assigned Trademarks. The term "Trademarks" means the trademark registrations set forth on Schedule A attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of Assignor's business appurtenant thereto, all registrations and applications (including intent-to-use applications) for the Trademarks in all countries throughout the world, all income, royalties, damages and payments in respect of the Trademarks, and all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements.

3. Further Assurances. Assignor agrees to execute such further assignments and documents and to do such other acts as may be necessary or reasonably desirable to vest all of Assignor's right, title and interest in and to the Trademarks throughout the world in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Trademarks, including instructing the registrar for the Trademarks to transfer the Trademarks to Assignee. In the event that a trademark registrar does not accept or recognize this Trademark Assignment, Assignor hereby agrees that this document shall constitute a request by Assignor to the registrar to transfer the registration of the Trademarks to Assignee.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

*[The remainder of this page is intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

PADOPOLIS, INC.

By: [Signature]  
Name: Joaquin Ruiz  
Title: CEO

ACKNOWLEDGMENT

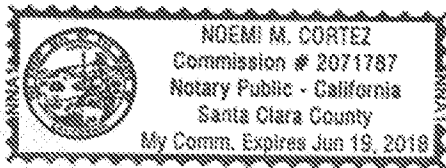
State of California )  
County of SANTA CLARA ) ss:

On this 8<sup>th</sup> day of 10, before me, the undersigned, personally appeared Joaquin Ruiz, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the limited liability company named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Noemi M. Cortez  
Notary Public

My Commission Expires on JUNE 19, 2018



[Signature Page to Trademark Assignment]

## SCHEDULE A

## ASSIGNED TRADEMARKS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registered Owner</b>	<b>Registration No. (Ser. No.)</b>	<b>Registration Date</b>
"Catalog Spree" word mark	United States	Padopolis, Inc.	Registration number 4196841 Serial number 85345607	August 28, 2012
"Ms. Spree" design mark	United States	Padopolis, Inc.	Registration number 4095996 Serial number 85342435	February 7, 2012
"Padopolis" word mark	United States	Padopolis, Inc.	Registration number 4098480 Serial number 85335733	February 14, 2012