

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333265

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infrastrategy L.L.C.		02/13/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	MH Sub I, LLC		
Street Address:	909 N. Sepulveda Blvd., 11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3628320	VLOTECH	
Registration Number:	3617253	VIRTUAL LAW OFFICE TECHNOLOGY, LLC	
Registration Number:	3157582	TOTALDUI	
Registration Number:	3157581	TOTALDIVORCE	
Registration Number:	3157580	TOTALBANKRUPTCY	
Registration Number:	3713128	DIVORCE SHERPA	
Registration Number:	3688504	PRACTICE MAKES PERFECT	
Registration Number:	3676466	T	
Registration Number:	3670793	TOTAL SOCIAL SECURITY LAW	
Registration Number:	3615468	TOTAL ATTORNEYS	
Registration Number:	3615331	TOTAL LAWYERS	
Registration Number:	3615329	CLEAR BANKRUPTCY	
Registration Number:	3615328	TOTAL CRIMINAL DEFENSE	
Registration Number:	3612149	TOTAL IMMIGRATION	
Registration Number:	3612140	TOTAL INJURY	
Registration Number:	2057559	ATTORNEYFIND	
Registration Number:	3747642	GET A LIFE	
Registration Number:	3749603	TOTAL EMPLOYMENT LAW	
Registration Number:	3617227		
TRADEMARK			

OP \$515.00 3628320

Property Type	Number	Word Mark
Registration Number:	4167383	TOTAL TAX LAW

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3102804052
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:	02/25/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 13th day of February, 2015, by and between Infrastrategy L.L.C., an Illinois limited liability company ("Assignor"), and MH Sub I, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations (and pending applications) set forth in Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, Assignee, Total Attorneys, Inc., a Delaware corporation, Assignor, and certain subsidiaries of Assignor have entered into that certain Amended and Restated Asset Purchase and Sale Agreement, dated as of February 13, 2015, whereby, among other things, Assignor agreed to grant, convey, assign, transfer, sell, release, set over and confirm to Assignee all of its respective right, title and interest in and to the Trademarks; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant, bargain and agree as follows:

1. Assignor hereby grants, conveys, assigns, transfers, sells, releases, sets over and confirms to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill connected with the use thereof and symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of any of the Trademarks, and (iv) any and all rights corresponding thereto in the United States, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all liabilities or obligations, maintenance or otherwise, related to the Assigned Rights from and after the Closing Date.

3. Each party hereto will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect the above assignment or as may be necessary to secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


5. This Agreement and any dispute or controversy arising out of or related to this Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to such State's conflicts of laws principles.

6. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

MH SUB I, LLC

By: 

Name: Robert N. Brisco

Title: Chief Executive Officer

INFRASTRATEGY L.L.C.

By: Total Attorneys, Inc.

Its: Manager

By: _____

Name: Scott Hanyen

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

MH SUB I, LLC

By: _____
Name: Robert N. Brisco
Title: Chief Executive Officer




INFRASTRATEGY L.L.C.

By: Total Attorneys, Inc.
Its: Manager

By:  _____
Name: Scott Hanyen
Title: Chief Executive Officer

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Name	Trademark Registration Number	Current Trademark Owner
VLOTECH	3628320	Operating Sub
 virtual law office Technology, LLC	3617253	Operating Sub
TotalDUI	3157582	Operating Sub
TotalDivorce	3157581	Operating Sub
TotalBankruptcy	3157580	Operating Sub
Divorce Sherpa	3713128	Operating Sub
Practice Makes Perfect	3688504	Operating Sub
	3676466	Operating Sub
TOTAL SOCIAL SECURITY LAW	3670793	Operating Sub
TOTAL ATTORNEYS	3615468	Operating Sub
TOTAL LAWYERS	3615331	Operating Sub
CLEAR BANKRUPTCY	3615329	Operating Sub
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TOTAL INJURY	3612140	Operating Sub
ATTORNEYFIND	2057559	Operating Sub
Get a Life	3747642	Operating Sub
Total Employment Law	3749603	Operating Sub
	3617227	Operating Sub
Total Tax Law	4167383	Operating Sub