

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334292

<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>
TechCrunch, Inc.		01/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CrunchBase, Inc.		
<b>Street Address:</b>	410 Townsend Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107-1537		
<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>	4099078	CRUNCHBASE	
<b>Serial Number:</b>	86248054	THE BUSINESS GRAPH	
<b>Serial Number:</b>	86248074	THE BUSINESS GRAPH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-857-8977		
<b>Email:</b>	bushd@arentfox.com		
<b>Correspondent Name:</b>	Douglas R. Bush		
<b>Address Line 1:</b>	1717 K Street, NW		
<b>Address Line 2:</b>	Arent Fox LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>ATTORNEY DOCKET NUMBER:</b>	019428.15208 CRUNCHBASE		
<b>NAME OF SUBMITTER:</b>	Douglas R. Bush		
<b>SIGNATURE:</b>	/D. R. Bush/		
<b>DATE SIGNED:</b>	03/06/2015		
<b>Total Attachments: 8</b>			
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## TRADEMARK AND DOMAIN NAME CONTRIBUTION AGREEMENT

This TRADEMARK AND DOMAIN NAME CONTRIBUTION AGREEMENT (this "Agreement") is effective as of February 1, 2015 (the "Effective Date"), and is made by and between TechCrunch, Inc., a Delaware corporation (the "Parent"), and CrunchBase, Inc., a Delaware corporation (the "Subsidiary").

### RECITALS

WHEREAS, Parent is the sole stockholder of the Subsidiary;

WHEREAS, Parent operates, among other things, the CrunchBase business (the "CrunchBase Business");

WHEREAS, the Parent is the owner of certain trademarks ("Trademarks") and domain names ("Domains") set forth in Exhibit A and Exhibit B, respectively and attached hereto, necessary for the operation of the CrunchBase Business.

WHEREAS, the Parent desires to transfer and contribute to the Subsidiary all of its right, title and interest in and to all of the Trademarks and Domains, and any trademark or service mark rights therein, the goodwill and all common law rights related thereto and the right to bring claims of infringement and misappropriation of the foregoing against third parties and (collectively, the "Contributed Assets"), and the Subsidiary desires to receive the Contributed Assets;

WHEREAS, the parties intend that the contribution of the Contributed Assets qualify as a tax-free contribution;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Contribution.** Effective as of the Effective Date, the Parent hereby assigns, conveys, transfers and delivers to the Subsidiary, all of its right, title and interest in and to the Contributed Assets. Parent hereby waives any future beneficial right of Parent or any subsidiary of Parent other than Subsidiary to use the Contributed Assets.

**Section 2. Acceptance and Acknowledgment.** As of the Effective Date, the Subsidiary hereby accepts and acknowledges all of the right, title and interest in the Contributed Assets.

**Section 3. Tax Free Contribution.** The contribution of the Contributed Assets by Parent to Subsidiary is intended to qualify as a tax-free contribution. The parties agree to take all such actions as are necessary and appropriate to obtain such result.

**Section 4. Non-US Domains.** To the extent that local laws require any of the existing Domains to be held by a legal entity in a specific jurisdiction, the parties hereby agree that Parent endeavors to hold, or require an affiliate to hold, such domain in trust on behalf of Subsidiary until otherwise instructed by Subsidiary.

**Section 5. Further Assurances.** Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed or recorded, such further agreements, instruments and other documents, including but not limited to a trademark coexistence agreement, and take or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

**Section 6. General Provisions.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

(b) **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. The parties agree that for purposes of clarity and accuracy, the parties will use commercially reasonable efforts to modify Exhibits A-C within thirty (30) days of the Effective Date to the extent necessary to refine the assets that are exclusively related to the CrunchBase Business. To the extent that such modification is necessary, the parties agree that the transfer of all such assets and liabilities shall be considered to be made as of the Effective Date. In addition, the parties recognize and agree that nothing in this Agreement precludes the parties from modifying such exhibits after the thirty (30) day period as necessary to ensure that the exhibits are current and accurately reflect all and only such assets that are exclusively related to the CrunchBase Business consistent with the parties intent as reflected herein

(c) **Waivers.** No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.

(d) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) **Headings.** In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws doctrines.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(h) Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

TechCrunch, Inc.

By: Ned Desmond

Name: Ned Desmond

Title: President

Date: 1/27/2015

CrunchBase, Inc.

By: \_\_\_\_\_

Name: Mark Roszkowski

Title: Vice President

Date:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

TechCrunch, Inc.

By: \_\_\_\_\_

Name: Ned Desmond

Title: President

Date:

CrunchBase, Inc.

By:  \_\_\_\_\_

Name: Mark Roszkowski

Title: Vice President

Date: 1/26/15

**Exhibit A**  
**Trademarks**

Country	Trademark	App Number	App Date	Reg Number	Reg Date	Class (es)	Goods
Brazil	CRUNCHBASE	840700431	11/06/2013			42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, internet products and services, and financial organizations.
Canada	CRUNCHBASE	11588736	1/5/2012	891748	12/5/2014	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, internet products and services, and financial organizations.
China (People's Republic)	CRUNCHBASE	12059152	1/16/2013			42 Int.	Hosting an online website for others to exchange information concerning technology, technology companies, internet products and services, and financial organizations; creating and maintaining an online website for others to exchange information concerning technology, technology companies, internet products and services, and financial organizations; computer system design; consultancy in the field of computer hardware; technical research; research and development for others; quality control; material; testing; industrial design.
European Community	CRUNCHBASE	010542181	1/5/2012	010542181	5/12/2012	35 Int., 41 Int., 42 Int.	Class 35: Advertising; marketing and promotional services; advertising and promotional services related to consulting; business advisory services; consulting and information; business marketing; business networking; business research; general business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members; job and employment advertisement and referral services; market research services; business networking services; online advertising and marketing services; providing an online searchable database featuring classified ad listings and employment opportunities; business referrals in the field of technology, products, employment, staffing, management; organizing and conducting job fairs; promoting the goods and services of others via awards programs; conducting polls; online polls; Class 41: Arranging and conducting educational conferences; arranging of seminars and conferences; education services, namely, providing live and online classes, seminars, and workshops; educational services, namely, developing, arranging and conducting educational conferences and programs and providing courses of instruction; electronic publishing services, namely, publication of text, graphic works of others; entertainment services, namely, conducting contests; entertainment services, namely, arranging and conducting competitions; providing sound recordings; providing audiovisual recordings; publishing services; online electronic publishing; publication of printed matters; publishing reviews of technology, innovations, products, services, businesses, management; organization of seminars, working groups, research groups and conventions; arranging of social events, parties, networking events; conduct arranging of social events, parties, networking events; award programs; Class 42: Computer services, namely, creating an online community for a wide variety of activities; computer services, namely, hosting online web facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions; computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, internet products and services, and financial organizations; technology consultation and research; testing, analysis and evaluation of the goods and services of others; application service provider featuring software for providing an online database; computer service, namely, acting as an application service provider to host computer application software for creating searchable databases of information and data; computer services, namely, providing search engines for obtaining data on an electronic computer network.

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India	CRUNCHBASE	2698775	3/11/2014	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, Internet products and services, financial organizations, entrepreneurs, startups, venture capital, and technology and business events; providing information in the field of technology, Internet products and services, and technology entrepreneurship; application service provider featuring application programming interface (API) software for users to exchange information concerning technology, technology companies, Internet products and services, financial organizations, entrepreneurs, startup businesses, venture capital, and technology and business events.
Intel Registration - Madrid Agreement / Protocol	CRUNCHBASE	1184422	10/30/2013	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, Internet products and services, and financial organizations.
Japan	CRUNCHBASE	2012000407	1/6/2012	42 Int.	Hosting and maintaining an online website for others; computer software design, computer programming, or maintenance of computer software; rental of computers; providing computer programs.
Korea, Republic of	CRUNCHBASE	1184422	10/30/2013	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, Internet products and services, and financial organizations.
Russian Federation	CRUNCHBASE	1184422	10/30/2013	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, Internet products and services, and financial organizations.
United States of America	THE BUSINESS GRAPH	85/243054	4/10/2014	36 Int.	Providing an online searchable database featuring venture capital financing and funding of companies; providing information in the field of venture capital financing and funding of companies.
United States of America	THE BUSINESS GRAPH	85/248574	4/10/2014	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange and publish information concerning companies and their employees, industry, competitors, funding, and revenues.
United States of America	CRUNCHBASE	85/965469	7/7/2011	42 Int.	Computer services, namely, hosting and maintaining an online website for others to exchange information concerning technology, technology companies, Internet products and services, and financial organizations.

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**Exhibit B**  
**Domain Names**

Domain Name	Country	Registration Date	Expiration Date	Registrant
crunchb.se	SWEDEN	11/06/2013	11/06/2015	TechCrunch, Inc.
crunchbase.com	gTLD	10/14/2013	05/09/2016	TechCrunch, Inc.
crunchba.se	SWEDEN		11/05/2015	TechCrunch, Inc.
crunchbase.biz	gTLD	12/10/2011	07/30/2015	TechCrunch, Inc.
crunchbase.ca	CANADA	8/8/2014	8/8/2015	AOL Canada Corp
crunchbase.cn	CHINA	07/07/2007	07/07/2017	TechCrunch, Inc.
crunchbase.com	gTLD	12/19/2011	05/16/2015	TechCrunch, Inc.
crunchbase.com.br	BRAZIL	10/21/2013	10/21/2015	AOL Brasil Ltda (f/k/a Netscape Communications do Brasil Ltda)
crunchbase.com.cn	CHINA	07/07/2007	07/07/2017	TechCrunch, Inc.
crunchbase.dpmiblock	gTLD	12/12/2013	12/12/2018	TechCrunch, Inc.
crunchbase.global	gTLD	9/9/2014	9/9/2015	TechCrunch, Inc.
crunchbase.help	gTLD	12/6/2014	12/6/2015	TechCrunch, Inc.
crunchbase.in	INDIA	12/06/2011	12/06/2015	TechCrunch, Inc.
crunchbase.info	gTLD	07/31/2007	07/31/2015	TechCrunch, Inc.
crunchbase.jp	JAPAN	10/21/2013	10/27/2015	AOL Services Japan, Inc.
crunchbase.kr	Republic of Korea	10/21/2013	10/21/2015	TechCrunch, Inc.
crunchbase.net	gTLD	12/10/2011	07/31/2015	TechCrunch, Inc.
crunchbase.se	SWEDEN	01/15/2013	01/15/2016	TechCrunch, Inc.
crunchbase.social	gTLD	4/29/2014	4/29/2015	TechCrunch, Inc.
crunchbase.website	gTLD	9/25/2014	9/25/2015	TechCrunch, Inc.
crunchbase.wiki	gTLD	9/25/2014	9/25/2015	TechCrunch, Inc.
crunchbasedaily.com	gTLD	1/15/2015	1/15/2016	TechCrunch, Inc.
crunchbaseteam.com	gTLD	2/16/2012	2/16/2015	TechCrunch, Inc.