

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IC Holdings, LLC		04/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Backpage.com, LLC		
Street Address:	2501 E. Oak Lawn Ave.		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2331439	BIGCITY.COM	
Registration Number:	4094210	BIGCITY.COM	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	312-876-2837		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Tara Reedy Sliva		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	04/06/2015		
Total Attachments: 3			
source=Big City#page1.tif			
source=Big City#page2.tif			

OP \$65.00 2331439

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 1st day of April, 2015 (the "Effective Date"), by and between IC Holdings, LLC a Delaware limited liability having its principal place of business at 8776 E. Shea Blvd., Suite 106-617, Scottsdale, AZ 85260 ("Assignor") and Backpage.com, LLC, a Delaware limited liability company having its principal place of business at 2501 E. Oak Lawn Ave., Suite 700, Dallas, TX 75219 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the United States trademark registration for the mark BIGCITY.COM, U.S. Registration No. 4,094,210, issued January 31, 2012 and the mark BIGCITY.COM, U.S. Registration No. 2,331,439 issued on March 21, 2000 listed on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, Assignor wishes to assign and transfer all rights in the Marks to Assignee, and Assignee wishes to acquire all rights in the Marks from Assignor;

NOW, THEREFORE, for and in full consideration of the mutual promises contained herein and other good and valuable consideration between parties, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all worldwide right, title and interest in the Marks, including without limitation any application or registration therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Marks and any other rights Assignor may have in the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, and together with all causes of action for the infringement of the Marks.

2. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Marks, and has not granted any rights or interests in the Marks to any other person or entity, or otherwise encumbered the Marks in any manner; (ii) it has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to its knowledge, the statements made in the applications for trademark registration of the Marks were true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Marks or its use of the Marks infringes, violates or breaches the rights of any other person or entity.

3. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

IC Holdings, LLC

Backpage.com, LLC

By: Scott G Spear
Name: Scott G. Spear
Title: Secretary
Date: 4-1-15

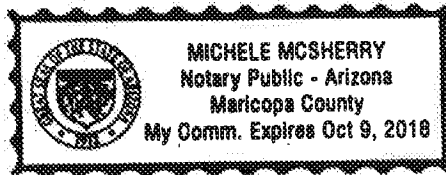
By: Scott G Spear
Name: Scott G. Spear
Title: VP-Operations and Secretary
Date: 4-1-15

ACKNOWLEDGEMENT

STATE OF AZ

COUNTY OF Maricopa

)
)SS
)



Be it remembered on this 1st day of April, 2015, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Scott G. Spear, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the VP of Operations of IC Holdings, LLC, the assignor in the foregoing instrument; and that he/she signed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Michele McSherry
Notary Public

SCHEDULE A

Trademarks

TRADEMARK	Reg. No.	Country
BIGCITY.COM	2,331,439	United States
BIGCITY.COM	4,094,210	United States

84617419V-2