

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camarillo 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2106481	BACK PAGE	
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:	3128762837		
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			
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OP \$40.00 2106481

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 1st day of April, 2015 (the "Effective Date"), by and between Camarillo Holdings, LLC a Delaware limited liability company 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 BACKPAGE, U.S. Registration No. 2,106,481, issued October 21, 1997, the mark BACKPAGE.COM, Canadian Trade Mark Registration No. TMA818893, issued March 1, 2012, the mark BACKPAGE, Ireland Trade Mark Registration No. 246203, issued on October 7, 2011 and the mark BACKPAGE.COM, Ireland Trade Mark Registration No. 246204, issued on October 7, 2011, listed on Schedule A attached hereto (collectively, the "Backpage Marks");

WHEREAS, Assignor wishes to assign and transfer all rights in the Backpage Marks to Assignee, and Assignee wishes to acquire all rights in the Backpage 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 Backpage 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 Backpage Marks, including without limitation www.backpage.com, and any other rights Assignor may have in the Backpage Marks, together with the goodwill of the business connected with the use of and symbolized by the Backpage Marks, and together with all causes of action for the infringement of the Backpage Marks.

2. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Backpage Marks, and has not granted any rights or interests in the Backpage Marks to any other person or entity, or otherwise encumbered the Backpage 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 Backpage Marks were true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Backpage Marks or its use of the Backpage 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.

Camarillo Holdings, LLC

Backpage.com, LLC

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

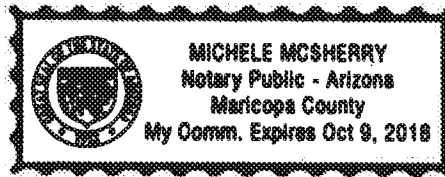
By: Scott G Spear
Name: Scott G. Spear
Title: VP-Operations and Secretary
Date: 4-1-15

ACKNOWLEDGEMENT

STATE OF AZ

COUNTY OF Maricopa

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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 Operations of Camarillo 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
BACKPAGE	2,106,481	United States
BACKPAGE.COM	TMA818893	Canada
BACKPAGE	246203	Ireland
BACKPAGE.COM	246204	Ireland

Domains

www.backpage.com

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