

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRICEGRABBER.COM, INC.		10/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PG USA, LLC		
Street Address:	6701 Center Drive West		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4001486	SMART SHOPPING ANYTIME ANYWHERE	
Registration Number:	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME AN	
Registration Number:	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM	
Registration Number:	4076003	PRICEGRABBER	
Registration Number:	3132945	PRECIOMANIA	
Registration Number:	2871744		
Registration Number:	2811883	COMPARISON SHOPPING BEYOND COMPARE	
Registration Number:	3842999	COUPONGRABBER	
Registration Number:	2582289	PRICEGRABBER.COM	
Registration Number:	2585393	THE SMART PLACE TO START YOUR SHOPPING	
Registration Number:	2433561	PRICEGRABBER	
Registration Number:	2416972	BOTTOMDOLLAR.COM	
Serial Number:	85475933	DEALGRABBER	
Serial Number:	85475947	DEAL GRABBER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			

OP \$365.00 4001486

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Dwayne C. Houston
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F155800

NAME OF SUBMITTER: Teresa L. McNalley

SIGNATURE: /Teresa L. McNally/

DATE SIGNED: 05/15/2015

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment Agreement**") is made effective as of the Closing (the "**Effective Date**") by and between PRICEGRABBER.COM, INC., a Delaware corporation (the "**Assignor**") and PG USA, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated October 22, 2012 ("**Purchase Agreement**"), pursuant to which Assignor sold, conveyed, assigned and transferred to Assignee, for the benefit of CPL Holdings, LLC, among other assets, the entire title, rights, interests, benefits, and privileges in and to all Intellectual Property Related to the PG Business, including but not limited to those trademarks specified on Exhibit A hereto (collectively, the "**Assigned Trademarks**"). Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee as successor to the business of Assignor, the whole entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Covenants, agrees and undertakes to execute, whenever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, all without further compensation to the Assignor.

4. Hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at Law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned Trademarks and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Assigned Trademarks that may have accrued in Assignor's favor up to the effective date of this Assignment Agreement. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

5. This Assignment Agreement is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

6. This Assignment Agreement and the rights and obligations of the parties hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without regard to its rules of conflicts of law.


7. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first above written.

ASSIGNEE:

PG USA, LLC, a Delaware limited liability company

By: 
Name: Stephen H. Krenzer
Title: Chief Executive Officer

ASSIGNOR:

PRICEGRABBER.COM, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first above written.


ASSIGNEE:

PG USA, LLC, a Delaware limited liability company

By: _____
Name: Stephen H. Krenzer
Title: Chief Executive Officer

ASSIGNOR:

PRICEGRABBER.COM, INC., a Delaware corporation

By:  _____
Name: Robin Deros
Title: Assistant Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

Exhibit A

Assigned Trademarks

A. U.S. Federal

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
85137894	4001486	SMART SHOPPING ANYTIME ANYWHERE	September 24, 2010	July 26, 2011
85137819	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	September 24, 2010	January 17, 2012
85360956	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM PUBLISHERS, POSITIVE RESULTS	June 30, 2011	July 3, 2012
85137858	4076003	PRICEGRABBER	September 24, 2010	December 27, 2011
78717988	3132945	PRECIOMANIA	September 21, 2005	August 22, 2006
78283515	2871744	(Design of person at Computer)	August 5, 2003	August 10, 2004
78193635	2811883	COMPARISON SHOPPING BEYOND COMPARE	July 8, 2003	February 3, 2004
77846879	3842999	COUPONGRABBER	October 12, 2009	August 31, 2010
76337873	2582289	PRICEGRABBER.COM	November 14, 2001	June 18, 2002
76337872	2585393	THE SMART PLACE TO START YOUR SHOPPING	November 14, 2001	June 25, 2002

Serial No.	Reg. No.	Mark	Filing Date	Registration Date
76004478	2433561	PRICEGRABBER	March 20, 2000	March 6, 2001
75680052	2416972	BOTTOMDOLLAR.COM	April 30, 1999	January 2, 2001
85475933		DEALGRABBER	November 17, 2011	
85475947		DEAL GRABBER	November 17, 2011	

B. Foreign

App. No. /Reg. No.	Mark	Country	Registration Date
1076979	PRICEGRABBER	Australia	September 22, 2005
783734	PRICEGRABBER	Benelux	December 16, 2005
827,778,813	PRICEGRABBER	Brazil	June 15, 2010
827,778,805	PRECIOMANIA	Brazil	June 15, 2010
TMA632,248	PRICEGRABBER.COM	Canada	February 8, 2005
5729335	KUAI JIA BAO	China	November 21, 2009
5729336	PRICEGRABBER	China	November 21, 2009
5729334	PAI SI GAI BO	China	November 21, 2009
5374121	PAI SI GAI BO	China	August 28, 2009
5374120	KUAI JIA BAO	China	September 7, 2009

App. No. /Reg. No.	Mark	Country	Registration Date
5278520	PRICEGRABBER	China	September 14, 2009
9434176	PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	European Community	May 10, 2011
6932826	PRECOMANIA.COM	European Community	February 17, 2009
6932751	PRECOMANIA.COM	European Community	June 5, 2009
6932719	PRECOMANIA	European Community	February 17, 2009
6932818	PRECOMANIA	European Community	February 20, 2009
004652624	PRICEGRABBER	European Community	September 19, 2006
3758653	PRICEGRABBER.COM	European Community	August 8, 2005
004970711	PRECIOMANIA	European Community	April 10, 2007
04 3317342	PRECOMANIA.COM	France	October 8, 2004
300500138	PRICEGRABBER	Hong Kong	September 23, 2005
2005-90387	PRICEGRABBER	Japan	June 29, 2007
741,727	PRICEGRABBER	Mexico	November 24, 2005
910162	PRECIOMANIA	Mexico	November 24, 2005
E4652624	PRICEGRABBER	UK	September 19, 2006
2371944	PRICEGRABBER.COM	UK	June 10, 2005

App. No. /Reg. No.	Mark	Country	Registration Date
T05/181191	PRICEGRABBER	Singapore	April 13, 2006
01212483	PRICEGRABBER	Taiwan	June 1, 2006

C. Unregistered - Common Law Use Rights

Trademark	Country
PRECOMANIA	UK
PRICEGRABBER	UK
PRICEGRABBER	European Community
MYPRICEGRABBER	USA
PGPARTNER	USA
PRICEGRAB	USA
PRICEGRABBERS	USA
PRICEGRABBERUR	USA
PRICEGRABBING	USA
PRICEGRABER	USA
PRICGRABBERS	USA
PRICGRABER	USA
WWWPRICEGRABBER	USA
PRECIOSMANIA	USA
PRECOMANIA	USA
PRICEGRABBER	USA
PRECOSMANIA	USA
PREISGRABBER	USA