

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Local Focal, Inc.		03/23/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Internet Brands, Inc.		
Street Address:	909 N. Sepulveda Blvd., 11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85172340	NET DRIVEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3102804052		
Email:	jenna.sleeefe@internetbrands.com		
Correspondent Name:	Jenna Sleeefe		
Address Line 1:	909 N. Sepulveda Blvd., 11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Jenna Sleeefe		
SIGNATURE:	/Jenna Sleeefe/		
DATE SIGNED:	05/19/2015		
Total Attachments: 5			
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OP \$40.00 85172340

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of March 23, 2015, by and between Internet Brands, Inc., a Delaware corporation ("Buyer" or "Assignee") and Local Focal, Inc., a Pennsylvania corporation ("Local Focal" or "Assignor").

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 on Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, the parties hereto have entered into that certain Asset Purchase and Sale Agreement, dated as of March 23, 2015 (the "Purchase Agreement"), whereby Assignor agreed to grant, convey, assign, transfer, sell, release, set over and confirm to Assignee all of its right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), which include the Trademarks;

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

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which are 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) except as included within the Excluded Assets, 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 permitted assigns.

5. 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 is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

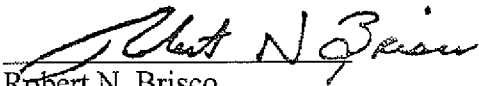
7. This Agreement may be executed simultaneously in counterparts (including by facsimile or e-mail), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

[Signature Page Follows.]

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

ASSIGNEE:

INTERNET BRANDS, INC.

By: 
Robert N. Brisco
Chief Executive Officer

ASSIGNOR:

LOCAL FOCAL, INC.

By: _____
Patrick W. Sandone, III
President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005519 FRAME: 0967

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

ASSIGNEE:

INTERNET BRANDS, INC.

By: _____

Robert N. Brisco
Chief Executive Officer

ASSIGNOR:

LOCAL FOCAL, INC.

By: _____



Patrick W. Sandone, III
President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Name</u>	<u>Type</u>	<u>Serial Number</u>
NET DRIVEN	Service Mark	85172340

Schedule A