

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
High Gear Media, Inc.		03/23/2015	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3998520	HIGH GEAR MEDIA	
Registration Number:	4248776	MOTORAUTHORITY	
Registration Number:	2701777	THE CAR CONNECTION	
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>			
Email:	jenna.sleeve@internetbrands.com		
Correspondent Name:	Jenna Sleeve		
Address Line 1:	909 N. Sepulveda Blvd., 11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Jenna Sleeve		
SIGNATURE:	/Jenna Sleeve/		
DATE SIGNED:	06/03/2015		
Total Attachments: 3			
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OP \$90.00 3998520

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of March, 2015, by and between High Gear Media, Inc. ("Assignor") and Internet Brands, Inc. ("Assignee").

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

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

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which is 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) 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 date hereof.

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 assigns.


5. This Agreement and any dispute or controversy arising out of or related to this Agreement will be governed by and construed in accordance with the laws of the State of California without regard to such State's conflicts of laws principles.

6. This Agreement may be executed simultaneously in counterparts, 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.


ASSIGNEE:

INTERNET BRANDS, INC.

By: 
B. Lynn Walsh
Exec. V.P. Corp. Development

ASSIGNOR:

HIGH GEAR MEDIA, INC.

By: 
B. Lynn Walsh
Secretary

Schedule A

TRADEMARK REGISTRATIONS

<u>Name</u>	<u>Registration Number</u>
HIGH GEAR MEDIA	3998520
MOTORAUTHORITY	4248776
THE CAR CONNECTION	2701777