

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IAC Search & Media, Inc.		04/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mindspark Interactive Network, Inc.		
<b>Street Address:</b>	One North Lexington, 9th Floor		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4119307	FOODILY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125894201		
<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>			
<b>Phone:</b>	212.589.4200		
<b>Email:</b>	gferguson@bakerlaw.com		
<b>Correspondent Name:</b>	Gerald Ferguson		
<b>Address Line 1:</b>	45 Rockefeller Plaza, 14th Floor		
<b>Address Line 2:</b>	Baker & Hostetler LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10111		
<b>ATTORNEY DOCKET NUMBER:</b>	47611.102		
<b>NAME OF SUBMITTER:</b>	Kimberly M. Maynard		
<b>SIGNATURE:</b>	/Kimberly M. Maynard/		
<b>DATE SIGNED:</b>	07/28/2015		
<b>Total Attachments: 10</b>			
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source=IAC to Mindspark FOODILY Assignment#page10.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 23, 2015, is made by IAC Search & Media, Inc. ("**Assignor**"), a Delaware corporation, in favor of Mindspark Interactive Network, Inc. ("**Assignee**"), a Delaware corporation, in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Instrument of Assignment and Assumption between Assignor and Assignee, dated as of even date hereof (the "**Principal Agreement**").

Whereas, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, Assignor agrees as follows:

1. **Assignment.** In partial exchange for the consideration provided under the Principal Agreement and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, pursuant to the Principal Agreement, the transfer of Assignor's business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing, or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Disclaimers. The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

IAC Starch & Media, Inc.

By Jeffrey Spizer

Name: JEFFREY SPIZER

Title: CEO & TRADER

Address for Notices:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he/she executed the foregoing Assignment in his/her authorized capacity and that by his/her signature on the Assignment the entity on behalf of which the person acted has executed the Assignment.

*see attachment*

\_\_\_\_\_  
Notary Public

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

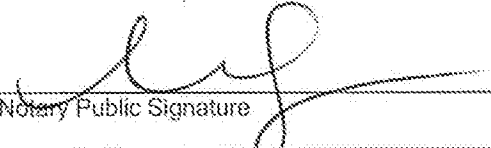
County of Alameda )

On 7/14/2015 before me, M. Sharp (Notary)  
(Here insert name and title of the officer)

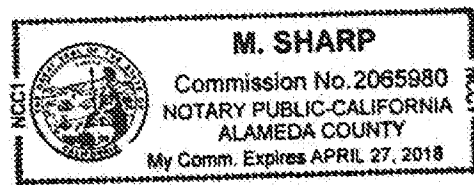
personally appeared Jeffrey Lee Spitzer  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
 \_\_\_\_\_  
 (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

M. SHARP  
Commission No. 2032980  
NOTARY PUBLIC-CALIFORNIA  
ALAMEDA COUNTY  
My Comm Expires APRIL 27, 2019





AGREED TO AND ACCEPTED:

Mindspark Interactive Network, Inc.

By 

Name: BRAD SIMON

Title: SVP & GENERAL COUNSEL

Address for Notices:

555 West 18<sup>th</sup> Street

New York, NY 10011

**MINDSPARK APPROVED**

Legal: BS 7/16/2015  
(initial/date)

Finance: UA 7/16/2015  
(initial/date)

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

  
FOODILY Transfer -  
TM\_by Mark\_Status R

ASSIGNED TRADEMARKS

FOODILY Transfer -  
TM\_by Mark\_Status R

FOODILY Transfer -  
TM\_by Mark\_Status R

# FOODILY

## Transfer Report

## Trademark Status Report (by mark)

<i>CPI ID No.</i>	<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
51811	FOODILY	Canada	CS; 35; 41; 42; 43	4/26/2011	1525021	2/5/2013	TMA842245	Registered
51684	FOODILY	European Union	35; 42; 43	4/13/2011	009890931	11/2/2011	009890931	Registered
49277	FOODILY	United States	35; 41; 42; 43	10/26/2010	85160870	3/27/2012	4119307	Registered

**SCHEDULE 2**  
**ASSIGNED DOMAIN NAMES**

WWW.FOODILY.COM