

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
White Sky, Inc.		06/26/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intersections Inc.		
<b>Street Address:</b>	3901 Stonecroft Boulevard		
<b>City:</b>	Chantilly		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20151		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86464912	FAST CONNECT	
<b>Serial Number:</b>	86405706	FASTPAY	
<b>Serial Number:</b>	86403809	ID VAULT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028037953		
<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>	(202) 888-7885		
<b>Email:</b>	docket@markerylaw.com, jackiepatt@markerylaw.com, diretheacummings@markerylaw.com, taraday@markerylaw.com		
<b>Correspondent Name:</b>	Jacqueline L. Patt		
<b>Address Line 1:</b>	P.O. Box 84150		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20883-4150		
<b>ATTORNEY DOCKET NUMBER:</b>	US-INTX-094		
<b>NAME OF SUBMITTER:</b>	Jacqueline L. Patt		
<b>SIGNATURE:</b>	/Jacqueline L. Patt/		
<b>DATE SIGNED:</b>	08/13/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 26, 2015 ("Effective Date"), by and among White Sky, Inc., a Delaware corporation with its principal place of business at 526 Clyde Avenue, Mountain View, CA 94043 ("Assignor"), and Intersections Inc., a Delaware corporation, with its principal office at 3901 Stonecroft Boulevard, Chantilly, VA 20151 ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of June 26, 2015 (the "Purchase Agreement"), the terms of which are incorporated herein by reference, which provides, among other things, that the Assignee acquire all of the Assignor's right, title and interest in, to and under the Purchased Intellectual Property, including without limitation, the Marks (as defined below); and

**WHEREAS**, the Assignor is the sole and exclusive owner of and wishes to assign to Assignee the trademark applications set forth on Schedule A, along with any associated registrations thereof (collectively, the "Marks"), together with the goodwill of the business associated therewith, as the successor to the business to which the Marks relate.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, as successor to the business to which the Marks relate, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office, and any similar official of any applicable country or countries foreign to the United States, to record this Assignment and record Assignee as the assignee and owner of the Marks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution

of any applications related to the Marks; (2) in the prosecution or defense of any opposition, or other proceedings that may arise in connection with any of the trademark rights assigned herein; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

4. This Assignment is being executed to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to limit or modify in any way the terms of the Purchase Agreement. To the extent any provision of this Assignment conflicts with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. This Assignment may be executed in multiple counterparts (including by means of facsimile or pdf), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to principles of conflict of laws.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

WHITE SKY, INC.

By: 

Name: V. David Watkins

Title: Chief Executive Officer

Assignee:

INTERSECTIONS INC.

By: \_\_\_\_\_

Name: Ronald Barden

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

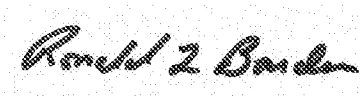
**Assignor:**

**WHITE SKY, INC.**

By: \_\_\_\_\_  
Name: V. David Watkins  
Title: Chief Executive Officer

**Assignee:**


**INTERSECTIONS INC.**

By:  \_\_\_\_\_  
Name: Ronald Barden  
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

## SCHEDULE A

### Marks

Mark	Application No.	Filing Date	Class/ Goods and Services
FAST CONNECT	86/464,912	11/25/14	INT. CL. 9 Computer application software for computers and mobile devices, namely, software for providing password management and automatic online account login capabilities
 <i>fastpay</i>	App 86/405,706	09/25/14	INT. CL. 9 Computer application software for mobile phones, handheld computers and tablets, laptops and desktop computers, namely, software for online shopping cart and form autofill
ID VAULT	86/403,809	09/23/14	INT. CL. 9 Computer software for maintaining and securing online account information and providing safer and faster access to online accounts