

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PG USA, LLC		06/11/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CONNEXITY, INC.
Street Address:	12200 West Olympic Boulevard
Internal Address:	Suite 300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	CORPORATION: CALIFORNIA

Limited Liability Company (LLC)

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2416972	BOTTOMDOLLAR.COM
Registration Number:	2433561	PRICEGRABBER
Registration Number:	2582289	PRICEGRABBER.COM
Registration Number:	4076003	PRICEGRABBER
Registration Number:	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME AN
Registration Number:	4270791	DEALGRABBER
Registration Number:	4350232	SNAPETTE

CORRESPONDENCE DATA

Fax Number: 5032962172
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.

Phone: 503.844.9009
Email: mail@ganzlaw.com
Correspondent Name: GANZ POLLARD, LLC
Address Line 1: 163 2nd Avenue
Address Line 2: PO Box 2200
Address Line 4: Hillsboro, OREGON 97123

ATTORNEY DOCKET NUMBER:	BIZ-1.048
NAME OF SUBMITTER:	Stephanie N. Johnson

OP \$190.00 2416972

SIGNATURE:	/Stephanie N. Johnson/
DATE SIGNED:	08/24/2015
Total Attachments: 4 source=BIZ1048TMAssigntoConnexity#page1.tif source=BIZ1048TMAssigntoConnexity#page2.tif source=BIZ1048TMAssigntoConnexity#page3.tif source=BIZ1048TMAssigntoConnexity#page4.tif	

ACKNOWLEDGMENT OF ASSIGNMENT OF TRADEMARKS

This Acknowledgment of Assignment of Trademarks ("Assignment Agreement") is made effective as of the Closing (the "Effective Date") by and between PG USA, LLC, a Delaware Limited Liability Company (the "Assignor") and Connexity, Inc., a California Corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement (hereinafter the "MIPA"), dated June 11, 2015 (the "Agreement") by and among CPL Holdings, LLC, a Delaware limited liability company ("Seller"), PG USA, LLC, a Delaware limited liability company (the "Company"), and Connexity, Inc., a California corporation ("Buyer"), whereby Buyer purchased all of the issued and outstanding membership interests of the Company from Seller and all of the issued and outstanding membership interests in PG USA, LLC, which interests included all Intellectual Property related to those trademarks specified on Exhibit A and Exhibit B hereto (collectively, the "Assigned Trademarks"), and all goodwill associated with those trademarks.

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

1. It has assigned, transferred, sold and conveyed, 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 Acknowledgement of 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 Acknowledgement of 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.

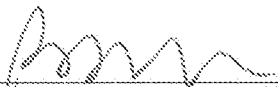
7. This Acknowledgement of Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

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


ASSIGNEE:

CONNEXITY, INC. a California Corporation

By: 
Name: Blythe Holden
Title: Secretary and General Counsel

ASSIGNOR:

PG USA, LLC, a Delaware Limited Liability Company

By: 
Name: Blythe Holden
Title: Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

EXHIBIT A

Assigned United States Trademark Registrations

Trademark	Registration No.	Registration Date
BOTTOMDOLLAR.COM	2416972	January 2, 2001
PRICEGRABBER	2433561	March 6, 2001
PRICEGRABBER.COM	2582289	June 18, 2002
PRICEGRABBER	4076003	December 27, 2011
\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	4086206	January 17, 2012
DEALGRABBER.COM	4270791	January 8, 2013
SNAPETTE	4350232	June 11, 2013

EXHIBIT B

Assigned Foreign Trademark Registrations

Country	Trademark	Registration No.	Registration Date
Canada	PRICEGRABBER.COM	1212822	February 8, 2005
CTM (European Community)	PRICEGRABBER	004652624	September 19, 2006