

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354997

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee's entity from LLC to Corporation previously recorded on Reel 005593 Frame 0991. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GROUPON PQ, LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GROUPON, INC.		
<b>Street Address:</b>	600 W. CHICAGO AVENUE		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<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>	4429125	PRETTY QUICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158362501		
<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>	4158362500		
<b>Email:</b>	tmfilings@dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	366675-000090		
<b>NAME OF SUBMITTER:</b>	Emily Pence		
<b>SIGNATURE:</b>	/Emily Pence/		
<b>DATE SIGNED:</b>	09/14/2015		
<b>Total Attachments: 12</b>			
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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350524

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900329162		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GROUPON PQ, LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GROUPON, INC.		
<b>Street Address:</b>	600 W. Chicago Avenue		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4429125	PRETTY QUICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158362501		
<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>	(415) 836-2500		
<b>Email:</b>	tmfilings@dlapiper.com		
<b>Correspondent Name:</b>	Emily Pence		
<b>Address Line 1:</b>	555 Mission Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	366675-000090		
<b>NAME OF SUBMITTER:</b>	Emily Pence		
<b>SIGNATURE:</b>	/Emily Pence/		
<b>DATE SIGNED:</b>	08/04/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**"), effective as of the last executed date below, is entered into by and between Groupon PQ, LLC, a Delaware limited liability company (the "**Assignor**"), and Groupon, Inc., a Delaware corporation (the "**Assignee**") (collectively, the "**Parties**").

### **RECITALS**

**WHEREAS**, Assignor is the owner of certain registered Intellectual Property (as defined below) rights pursuant to an Intellectual Property Assignment Agreement dated June 4, 2015 by and between Assignor and PrettyQuick, LLC;

**WHEREAS**, Assignor wishes to assign any and all rights held by Assignor (the "applicable rights") in the Intellectual Property (as defined below) to Assignee in exchange for \$1.00, the receipt and sufficiency of which are acknowledged hereby;

**WHEREAS**, for purposes of this Agreement, "**Intellectual Property**" in any jurisdiction throughout the world shall mean the trademark listed in **EXHIBIT A** and: (i) all service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, social media user names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (ii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iii) all mask works and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential and proprietary business information established, utilized, or resulting therefrom (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, payors, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all advertising and promotional materials which incorporate the trademark listed in **EXHIBIT A**; (vi) all other proprietary rights associated therewith; and (vii) all copies and tangible embodiments of the trademark listed in **EXHIBIT A** (in whatever form or medium); and

**WHEREAS**, both Assignor and Assignee wish to document the aforementioned mutual intention that the applicable rights in the Intellectual Property shall be assigned to, and therefore wholly and exclusively owned by, Assignee.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**Assignment.** All of the applicable rights in the Intellectual Property are and shall be owned solely and exclusively by Assignee. Assignor shall and does hereby assign to Assignee any and all right, title and interest of any nature whatsoever Assignor may have in such Intellectual Property including rights not yet known. Upon Assignee's request at any time and from time to

time, including any time after termination of this Agreement for any reason, Assignor shall execute and assign and shall cause its employees, agents and/or subcontractors to execute and assign to Assignee applications to domestic and foreign governmental agencies for trademarks, copyrights, and any other type of intellectual property. Assignor shall execute and deliver to Assignee such other documents and instruments as Assignee deems necessary to vest in Assignee the sole ownership of the applicable rights in the Intellectual Property worldwide, and shall otherwise provide such assistance as may be required by Assignee in obtaining such ownership. It is expressly acknowledged that Assignee through this Agreement obtains all applicable rights in the Intellectual Property and Assignor shall have no rights of any nature whatsoever to such Intellectual Property except as expressly permitted by Assignee.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment by its duly authorized officers and representatives.

**GROUPON PQ, LLC (ASSIGNOR)**

By: Groupon, Inc., its sole member

By: 

Name: Jason Harinstein

Title: SVP Corporate Development

Date: June 5, 2015

**GROUPON, INC. (ASSIGNEE)**

By: 

Name: Jason Harinstein

Title: SVP Corporate Development

Date: June 5, 2015

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment by its duly authorized officers and representatives.

**GROUPON PQ, LLC (ASSIGNOR)**

By: Groupon, Inc., its sole member

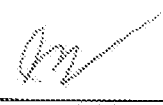
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GROUPON, INC. (ASSIGNEE)**

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

Name: Jason Harnstein

Title: SVP Corporate Development

Date: 6/3/15



**EXHIBT A**

Mark	Application / Registration Nos.	Goods / Services	Filing / Registration Dates	Issuing Jurisdiction
<b>PRETTY QUICK</b>	Serial No. 85150669  Reg. No. 4429125	Int'l. Cl. 35: Providing business services to beauty salons and spa businesses, namely, online appointment scheduling services for hair, nail, and cosmetic skin care services and spa services.  Int'l. Cl. 44: Providing a website for others for making reservations and bookings at beauty salons and health spas for hair, nail, and cosmetic skin care services, and beauty, health, and wellness spa services.	Filed: October 12, 2010  Registered: November 5, 2013	United States

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**"), effective as of the last executed date below, is entered into by and between Groupon PQ, LLC, a Delaware limited liability company (the "**Assignor**"), and Groupon, Inc., a Delaware corporation (the "**Assignee**") (collectively, the "**Parties**").

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**WHEREAS**, for purposes of this Agreement, "**Intellectual Property**" in any jurisdiction throughout the world shall mean the trademark listed in **EXHIBIT A** and: (i) all service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, social media user names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (ii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iii) all mask works and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential and proprietary business information established, utilized, or resulting therefrom (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, payors, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all advertising and promotional materials which incorporate the trademark listed in **EXHIBIT A**; (vi) all other proprietary rights associated therewith; and (vii) all copies and tangible embodiments of the trademark listed in **EXHIBIT A** (in whatever form or medium); and

**WHEREAS**, both Assignor and Assignee wish to document the aforementioned mutual intention that the applicable rights in the Intellectual Property shall be assigned to, and therefore wholly and exclusively owned by, Assignee.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**Assignment.** All of the applicable rights in the Intellectual Property are and shall be owned solely and exclusively by Assignee. Assignor shall and does hereby assign to Assignee any and all right, title and interest of any nature whatsoever Assignor may have in such Intellectual Property including rights not yet known. Upon Assignee's request at any time and from time to

time, including any time after termination of this Agreement for any reason, Assignor shall execute and assign and shall cause its employees, agents and/or subcontractors to execute and assign to Assignee applications to domestic and foreign governmental agencies for trademarks, copyrights, and any other type of intellectual property. Assignor shall execute and deliver to Assignee such other documents and instruments as Assignee deems necessary to vest in Assignee the sole ownership of the applicable rights in the Intellectual Property worldwide, and shall otherwise provide such assistance as may be required by Assignee in obtaining such ownership. It is expressly acknowledged that Assignee through this Agreement obtains all applicable rights in the Intellectual Property and Assignor shall have no rights of any nature whatsoever to such Intellectual Property except as expressly permitted by Assignee.

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**GROUPON PQ, LLC (ASSIGNOR)**

By: Groupon, Inc., its sole member

By: 

Name: Jason Harinstein

Title: SVP Corporate Development

Date: June 5, 2015

**GROUPON, INC. (ASSIGNEE)**

By: 

Name: Jason Harinstein

Title: SVP Corporate Development

Date: June 5, 2015

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment by its duly authorized officers and representatives.

**GROUPON PQ, LLC (ASSIGNOR)**

By: Groupon, Inc., its sole member

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GROUPON, INC. (ASSIGNEE)**

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

Name: Jason Harnstein

Title: SVP Corporate Development

Date: 6/3/15

**EXHIBIT A**

Mark	Application / Registration Nos.	Goods / Services	Filing / Registration Dates	Issuing Jurisdiction
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