

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Group Commerce Inc.		05/10/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMShopping, Inc.		
<b>Street Address:</b>	4699 Old Ironside Drive		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224195	GROUP COMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134306407		
<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>	(213) 430-8308		
<b>Email:</b>	sgordon@omm.com		
<b>Correspondent Name:</b>	Shari L. Gordon		
<b>Address Line 1:</b>	400 S. Hope Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2899		
<b>ATTORNEY DOCKET NUMBER:</b>	409983-7		
<b>NAME OF SUBMITTER:</b>	Shari L. Gordon		
<b>SIGNATURE:</b>	/Shari L. Gordon/		
<b>DATE SIGNED:</b>	01/14/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made and entered into this 10th day of May, 2013 (the “**Effective Date**”), by and between Group Commerce Inc., a Delaware corporation, having an address at 628 Broadway, Suite 500, New York City, NY 10012 (the “**Assignor**”) and IMShopping, Inc., a California corporation having an address at 4699 Old Ironsides Drive, Suite 450, Santa Clara, CA 95054 (“**Assignee**”).

**WHEREAS**, in connection with the transactions contemplated by the Asset Purchase Agreement dated as of even date herewith, by and between Assignor and Assignee (the “**APA**”), Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the Transferred Intellectual Property (as defined in the APA), including but not limited to the domain names and trademarks set forth on Schedule 1 attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, as provided in the APA, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Transferred Intellectual Property, all other corresponding rights secured under the laws of the United States and all foreign countries and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Intellectual Property, including the right to collect all proceeds and damages therefrom.

Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Transferred Intellectual Property in Assignee, Assignor will, without further consideration, provide or execute such other documents or perform those acts as may be reasonably necessary upon Assignee’s reasonable request.

This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

"ASSIGNEE"

IMSHOPPING, INC.

  
\_\_\_\_\_

By: Prashant Nedyngal  
Name:  
Title: CEO

[Signature Page to Intellectual Property Agreement]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

GROUP COMMERCE INC.

By: [Signature]  
Name: M J KOLT  
Title: CEO

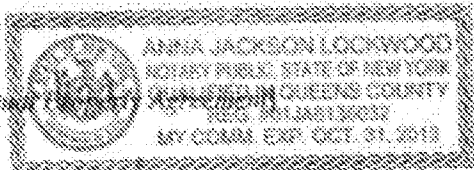
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 5th day of May, 2013, before me, the undersigned notary public, personally appeared M. J. Kolt (name of document signer), proved to me through satisfactory evidence of identification, which were US ID # 282 751 128 7676, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for Group Commerce Inc, a corporation)  
(as CEO for Group Commerce Inc, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_)  
\_\_\_\_\_  
(official signature and seal of notary)

My commission expires October 31, 2013

[Signature]



{Signature Page to Intellectual Property Assignment}

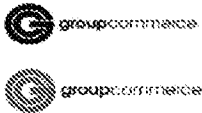
**SCHEDULE 1**

**TRANSFERRED INTELLECTUAL PROPERTY**

**Domain Names:**

- gcis.co
- group-commerce.com
- group-demand.com
- groupbuysolutions.com
- groupcommerce.com
- groupcommercesolutions.com
- sna.ag

**Trademarks:**

Country	Mark	App./ Reg. No.	Goods/Services	Status
Canada	GROUP COMMERCE	1540442	Computer e-commerce software to allow users to perform electronic business transactions via a global computer network  Advertising services for others; marketing services for others, namely, promoting the goods and services of others by providing coupons, discounts, and rebates by email, social media and the Internet and by providing links to merchant websites; connecting merchants with online publishers for the purposes of marketing goods and services	Allowed 9/21/12; declaration of use due 8/22/14
UK		2599365	Computer software  Advertising and marketing services  Design and development of computer hardware and software; computer	Registered 2/3/12; renewal due 10/27/21

[Schedule 1 to Intellectual Property Assignment]

			software consultancy	
US	GROUP COMMERCE	4224195	Computer e-commerce software to allow users to perform electronic business transactions via global computer network  Advertising and marketing	Registered 10/16/12; renewal due 10/16/18

[Schedule I to Intellectual Property Assignment]

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**RECORDED: 01/14/2016**

**TRADEMARK  
REEL: 005709 FRAME: 0384**