

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370498

<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>
AOL Inc.		12/11/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whalerock Digital Media, LLC		
<b>Street Address:</b>	750 N. San Vicente Blvd., 900W		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85921848	MANDATORY	
<b>Registration Number:</b>	4225724	MANDATORY	
<b>Registration Number:</b>	4820624	MANDATORY VIEWING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108600363		
<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>	310-248-3830		
<b>Email:</b>	CBarbee@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Caroline Y. Barbee   Kilpatrick Townsend		
<b>Address Line 1:</b>	9720 WILSHIRE BLVD. PH		
<b>Address Line 4:</b>	Beverly Hills, CALIFORNIA 90212		
<b>ATTORNEY DOCKET NUMBER:</b>	095459-0867317		
<b>NAME OF SUBMITTER:</b>	Caroline Barbee		
<b>SIGNATURE:</b>	/Caroline Barbee/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 11, 2015 (the "Effective Date"), is made and entered into by AOL Inc., a Delaware corporation ("Assignor"), for the benefit of Whalerock Digital Media, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 11, 2015 (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of the Mandatory Trademarks.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Agreement, Assignor agrees as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the Marks (as hereinafter defined) including, without limitation, all applications and registrations for the Marks, together with the goodwill of the business connected with and symbolized by the Marks and the portion of the business to which the Marks pertain, said business being ongoing and existing, and the right in respect of the Marks to institute, pursue and compromise any and all claims, demands, actions, causes of actions and choses in action no matter when the same arose or arises.

2. As used in this Assignment, "Marks" shall mean all of the trademarks, service marks, trade names and logos identified on Schedule A annexed hereto and made a part hereof.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

4. This Assignment is executed and delivered pursuant to the Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

AOL INC.

By: 

Name: Anne L. Cornelius

Title: Assistant General Counsel

Schedule A

The Marks

Mark Name	U.S. App. No.	Filing Date	U.S. Reg. No.	Reg. Date
MANDATORY	85/921848	05/02/2013		
MANDATORY	85/569293	03/14/2012	4225724	10/16/2012
MANDATORY VIEWING	86/298505	06/03/2014	4820624	09/29/2015