

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoppit, Inc.		09/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XO Group Inc.		
Street Address:	195 Broadway		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4208568	HOPPIT	
CORRESPONDENCE DATA			
Fax Number:	8773298060		
<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>			
Phone:	212-219-8555		
Email:	legal@xogrp.com		
Correspondent Name:	XO Group Inc. - Legal Department		
Address Line 1:	195 Broadway		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	HOPPIT TM ASSIGNMENT		
NAME OF SUBMITTER:	Matithyohu Balas		
SIGNATURE:	/s/ Matithyohu Balas		
DATE SIGNED:	02/02/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of September 13, 2013, is by and between Hoppit, Inc., a Delaware corporation ("Assignee"), and XO Group Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated September 13, 2013 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to the "Hoppit" trademark and the corresponding registrations and/or applications for registration as set forth on Exhibit A hereto (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, subject to the terms and conditions of the Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants the promises contained herein, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignment of Trademark. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- c. The Trademark is free of any liens, security interests, encumbrances or licenses;
- d. The Trademark does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

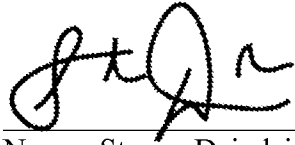
3. Authorization. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration as set forth herein to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

4. **Counterparts.** This Agreement may be executed in any number of counterparts (which may be delivered via facsimile or other electronic means, in each case, with confirmation of receipt), all of which will be one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

HOPPIT, INC.

By: 
Name: Steven Dziedzic
Title: Founder and CEO

XO GROUP INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

HOPPIT, INC.

By: _____
Name: _____
Title: _____

XO GROUP INC.

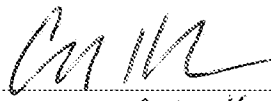
By:  _____
Name: CAROL KOH EVANS
Title: COO

EXHIBIT A

“Hoppit” mark:

Serial No.: 85264035

Registration No.: 4208568