

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACE TECH, Inc.		05/02/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Internet Brands, Inc.		
Street Address:	909 N. Sepulveda Blvd.		
Internal Address:	11th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2601751	AUTO CREDIT EXPRESS	
Registration Number:	3397045	LOTPRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3102804052		
Email:	jenna.sleefe@internetbrands.com		
Correspondent Name:	Jenna Sleefe		
Address Line 1:	909 N. Sepulveda Blvd.		
Address Line 2:	11th Floor		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Jenna Sleefe		
SIGNATURE:	/Jenna Sleefe/		
DATE SIGNED:	05/03/2016		
Total Attachments: 5			
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U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS U.S. TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of May 2, 2016 between Internet Brands, Inc., a Delaware corporation ("Assignee"), and ACE Tech, Inc., a Michigan corporation ("Assignor"). Assignee and Assignor are hereinafter at times individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations (and pending applications) set forth in Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, the Parties have entered into that certain Asset Purchase and Sale Agreement, dated as of May 2, 2016 (the "Purchase Agreement"); any capitalized term used herein and not otherwise defined shall have the meaning ascribed to it in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the Purchased Assets, which include the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound hereby agree as follows:

1. Upon the terms and subject to the conditions set forth in the Purchase Agreement, for value received, Assignor does hereby unconditionally and irrevocably sell, assign, transfer, convey and delivery to Assignee, in perpetuity, and Assignor does hereby purchase from Assignor, all of Assignor's worldwide right, title and interest in, to and under (a) the Trademarks, (b) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill connected with the use thereof and symbolized thereby, (c) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of any of the Trademarks, and (d) any and all rights corresponding thereto in the United States, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable Governmental Authority, to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Agreement with all applicable Governmental Authorities so as to perfect its ownership of the Trademarks.

3. Upon written request by Assignee, Assignor shall, from time to time, provide required information, and execute and deliver to Assignee, without further consideration but without expense to Assignor, such other and further instrument(s) of transfer and assignment and take any other action as Assignee may reasonably request for the effective assignment and transfer to Assignee of any of the Trademarks.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of California pursuant to Section 7.8 of the Purchase Agreement without regard to any conflicts of law principles and shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns

5. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

6. This Agreement may be executed in multiple counterparts (including e-mail), each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNEE:

INTERNET BRANDS, INC.

By: 

Name: Robert N. Brisco
Title: Chief Executive Officer

ASSIGNOR:

ACE TECH, INC.

By: _____

Name: Richard J. LaLonde
Title: President

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005784 FRAME: 0503

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

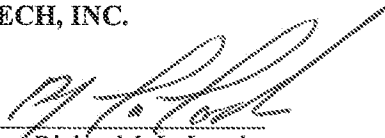
ASSIGNEE:

INTERNET BRANDS, INC.

By: _____
Name: Robert N. Brisco
Title: Chief Executive Officer

ASSIGNOR:

ACE TECH, INC.

By: 
Name: Richard J. LaLonde
Title: President

[Signature Page to U.S. Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

<u>Name</u>	<u>Type</u>	<u>Serial Number</u>
AUTO CREDIT EXPRESS	Trademark	2,601,751
LOTPRO	Trademark	3,397,045