

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Offers.com, LLC		05/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ziff Davis, LLC		
Street Address:	28 East 28th Street		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86714232	OFR	
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:	212-503-5417		
Email:	julianna_orgel-eaton@ziffdavis.com		
Correspondent Name:	Julianna E. Orgel-Eaton		
Address Line 1:	28 East 28th Street		
Address Line 2:	11th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Julianna E. Orgel-Eaton		
SIGNATURE:	/Julianna E. Orgel-Eaton/		
DATE SIGNED:	05/06/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of May 2, 2016 (this "Assignment"), is made by Offers.com, LLC a Delaware limited liability company ("Offers.com") in favor of Ziff Davis, LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement dated December 31, 2015 (the "Purchase Agreement") between Offers.com and the Buyer.

Pursuant to a Purchase Agreement, Offers.com has, among other things, agreed to grant all of its right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the "Trademarks") to the Buyer.

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office, and any other applicable trademark offices outside of the United States, as may be necessary to effectuate the assignment and transfer of the Trademarks to Buyer.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Offers.com hereby agrees as follows:

1. Offers.com hereby contributes, conveys, transfers, assigns and delivers to the Buyer all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks, (d) all rights to proceeds, including, without limitation, damages, claims, income, payments and royalties, whether presently existing or hereafter arising, arising out of or related to the Trademarks, (e) all claims, demands and causes of action (in law or in equity) for past, present and future damages arising out of or relating to infringement of the Trademarks, and (f) all rights to sue, counterclaim, and recover for past, present, and future infringement arising out of or relating to the Trademarks.

2. Offers.com authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Buyer as the assignee and owner of any and all of Offers.com's rights in the Trademarks.

3. Offers.com hereby acknowledges and agrees that from and after the date hereof, the Buyer shall be the exclusive owner of the Trademarks.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

5. This Assignment is subject in all respects to the terms and conditions of the

Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, supplement or otherwise modify any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. Notwithstanding anything herein to the contrary, to the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

[The next page is the signature page]

IN WITNESS WHEREOF, Offers.com has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

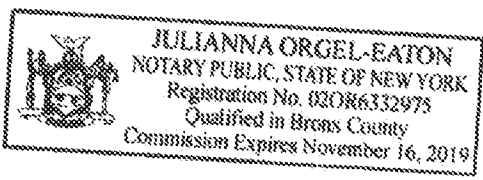
OFFERS.com, LLC

By: [Signature]
NAME: Stephen Hicks
TITLE: Vice President

STATE OF New York)
) ;SS.:
COUNTY OF New York)

On this 6th day of May, 2016 before me personally came Stephen Hicks, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state the [s/he] is a representative of Offers, LLC; [s/he] signed the instrument in the name of Offers.com, LLC; and [s/he] had the authority to sign the instrument on behalf of Offers.com, LLC.

[Signature]
Notary Public



SCHEDULE 1

Mark Name	Country	Status	Class Number	Registration No.
ORR	United States	Registered	35 /	86714232

TRADEMARK

REEL: 005788 FRAME: 0781

RECORDED: 05/06/2016