

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Advisor, Inc.		06/17/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LinkOffers, Inc.		
Street Address:	9430 Research Blvd Bldg #400		
Internal Address:	Building 4		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4253661	NEXTADVISOR	
CORRESPONDENCE DATA			
Fax Number:	6783367247		
<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:	6783367247		
Email:	ahyland@taylorenghish.com		
Correspondent Name:	Amanda Hyland		
Address Line 1:	1600 Parkwood Circle		
Address Line 2:	Suite 400		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		
DATE SIGNED:	07/13/2016		
Total Attachments: 9			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (“**Assignment**”) is effective as of June 17, 2016 (the “**Effective Date**”), by and between Next Advisor, Inc., a California corporation (“**Assignor**”) and LinkOffers, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor, Bankrate, Inc. (“**Buyer**”) and Robert E. Larson are parties to that certain Asset Purchase Agreement entered into on May 5, 2016 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to Buyer or its designated assignee various assets, including, without limitation, the trademark and trademark rights listed in Schedule A and described below (the “**Marks**”) and the domain names listed in Schedule B and described below (the “**Domain Names**”);

WHEREAS, Buyer has assigned its right to purchase the Mark and Domain Names to Assignee;

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks and Domain Names; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of mutual promises provided herein and the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

1. **ASSIGNMENT.** Upon the Closing and effective as of the Effective Date, Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee: (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights

therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. GENERAL

3.1 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

3.2 No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended to confer any right or remedy under or by reason of this Assignment on any Person other than the parties hereto and their respective representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third parties to any party, nor shall any provision of this Assignment give any third party any right of subrogation or action over or against any party.

3.3 Assignments. This Assignment shall inure exclusively to the benefit of and be binding upon the parties hereto, any Person entitled to indemnification under Article 10 of the Purchase Agreement with respect to the provisions therein, and their respective successors, permitted assigns, executors and legal representatives. Nothing in this Assignment, express or implied, is intended to confer on any Person (other than the parties hereto or their respective successors and permitted assigns, any Person entitled to indemnification under Article 10 of the Purchase Agreement with respect to the provisions therein) any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3.4 Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal Laws of the State of Delaware, without giving effect to any law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

3.5 Counterparts; Deliveries. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto, to the extent signed and delivered by means of electronic transmission of .pdf files or other image files via e-mail, cloud-based transfer or file transfer protocol, or use of a facsimile machine, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of electronic transmission or a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic transmission or a facsimile machine as a defense to the formation or enforceability of a contract, and each such party forever waives any such defense.

3.6 Amendment; Waiver. This Assignment shall not be amended, modified or waived except by an agreement in writing duly executed by the parties hereto. No failure of any party hereto to exercise any right or remedy given to such party under this Assignment or otherwise available to such party or to insist upon strict compliance by any other party hereto with its obligations hereunder, and no custom or practice of the parties hereto in variance with the terms hereof, shall constitute a waiver of any such party's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

3.7 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNOR:

NEXT ADVISOR, INC.,
a California corporation

By: Robert E. Larson
Name: Robert E. Larson
Title: President

ASSIGNEE:

LINKOFFERS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

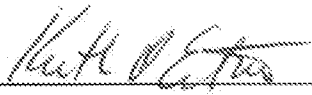
ASSIGNOR:

NEXT ADVISOR, INC.,
a California corporation

By: _____
Name: Robert E. Larson
Title: President

ASSIGNEE:

LINKOFFERS, INC.,
a Delaware corporation

By:  _____
Name: Kenneth S. Esterow
Title: President and Chief Executive Officer

SCHEDULE A

Marks

Serial No.	Reg. No.	Mark	Assignor
85600327	4253661	NextAdvisor	Next Advisor, Inc.

SCHEDULE B

Domain Names

Domain Name
3FREEREPORTSANDSCORES.COM
ALL3FORFREE.COM
ALL3FREE.COM
ALLTHREEFORFREE.COM
ASKAGOLDEN.COM
BESTANTIVIRUSADVISOR.COM
BESTCARINSURANCEADVISOR.COM
BESTCREDITCARDADVISOR.COM
BESTCREDITREPORTADVISOR.COM
BESTDIETADVISOR.COM
BESTDVDRENTALADVISOR.COM
BESTEDUCATIONADVISOR.COM
BESTIDENTITYTHEFTADVISOR.COM
BESTONLINEBACKUPADVISOR.COM
BESTONLINETAXADVISOR.COM
BESTSECURITYSOFTWAREADVISOR.COM
BESTVOIPADVISOR.COM
BREEDR.COM
BREEDR.NET
BREEDR.ORG
CALL-INDIA-UNLIMITED.COM
CONSUMERCOMPARE.CO.UK
CONSUMERCOMPARE.INFO
CONSUMERCOMPARE.ORG
CREDIT-REPORTS-2010.COM
CREDITCHECKPROMO.COM
CREDITIDENTITYPROTECT.COM
CREDITIDPROTECT.COM
CREDITREPORTPROMO.COM
CREDITREPORTSREVIEWS.ORG
CREDITWATCHPLUS.COM
DEAL-DISCOUNTER.COM
DEALDEBUT.COM
DEALDISCOUNTER.COM
DEALDISCOUNTER.NET
DEALDISCOUNTER.ORG
DEALDISCOUNTERS.COM
EQUIFAXPROMO.COM
EQUIFAXPROMOTION.COM
FREECREDITREPORTREVIEWS.ORG
FREEEQUIFAXPROMO.COM
FREEEQUIFAXPROMOTION.COM
FREEFEDERALEDITION.COM

FREEFEDERALRETURN.COM
FREELIFELOCKPROMOTION.COM
FREETOTALPROTECTION.COM
GENIUSDISCOUNTS.COM
GETYOURSAVEON.COM
GUARANTEEYOURNAME.COM
IDCREDITPROTECT.COM
IDGUARDPROMO.COM
INTERNETPHONEREVIEWS.ORG
LIFE-LOCKED.COM
LIFE-PROMO.COM
LIFELOCK-DEAL.COM
LIFELOCK-PROMO.COM
LIFEPROMO.COM
NEXTADNETWORK.COM
NEXTADNETWORK.NET
NEXTADNETWORKMAIL.COM
NEXTADVISER.COM
NEXTADVISER.NET
NEXTADVISER.ORG
NEXTADVISERS.COM
NEXTADVISERS.NET
NEXTADVISERS.ORG
NEXTADVISOR.COM
NEXTADVISOR.NET
NEXTADVISOR.ORG
NEXTADVISORS.NET
NEXTADVISORS.ORG
OOMAPROMO.COM
OPENTECHCRUNCH.COM
PHONE-PROMO.COM
THEDEALGEEK.COM
THREEREPORTSFORFREE.COM
THREESCORESFORFREE.COM
TIMELYDISCOUNTS.COM
TOPANTIVIRUSREVIEWS.COM
TOPCARINSURANCEREVIEWS.COM
TOPCREDITREPORTREVIEWS.COM
TOPCREDITREVIEWS.COM
TOPEducationREVIEWS.COM
TOPIDENTITYTHEFTREVIEWS.COM
TOPONLINEBACKUPREVIEWS.COM
TOPONLINEDIETREVIEWS.COM
TOPONLINEDVDREVIEWS.COM
TOPONLINETAXREVIEWS.COM
TOPSECURITYSOFTWAREREVIEWS.COM
TOPVOIPPHONEREVIEWS.COM
TOPWEBPROMOS.COM
TOTALIDENTITYPROTECTION.COM

VOIPCOMPARISONS.ORG
VONAGE-INFO.COM
VONAGE-PROMO.COM
VONAGE-WORLD.COM
VONAGEINFO.COM
WEBEFFECTIVEMARKETING.COM