

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390690

<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>
Penguin Random House, LLC		06/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Internet Brands, Inc.		
<b>Street Address:</b>	909 N. Sepulveda Blvd.		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1132683	FODOR'S	
<b>Registration Number:</b>	1107281	FODOR'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3102804052		
<b>Email:</b>	jenna.sleefe@internetbrands.com		
<b>Correspondent Name:</b>	Jenna Sleefe		
<b>Address Line 1:</b>	909 N. Sepulveda Blvd.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	El Segundo, CALIFORNIA 90245		
<b>NAME OF SUBMITTER:</b>	Jenna Sleefe		
<b>SIGNATURE:</b>	/Jenna Sleefe/		
<b>DATE SIGNED:</b>	07/07/2016		
<b>Total Attachments: 5</b>			
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## U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS U.S. TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of June 30, 2016 between Internet Brands, Inc., a Delaware corporation (“**Assignee**”), and Penguin Random House, LLC, a Delaware limited liability company (“**Assignor**”). Assignee and Assignor are hereinafter at times individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Parties have entered into that certain Asset Purchase and Sale Agreement, dated as of June 8, 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 and the United States Patent and Trademark Office trademark registrations (and pending applications) set forth in Schedule A hereto (collectively, the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Seller and Buyer, intending to be legally bound, hereby agree as follows:

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 the Trademarks, including all goodwill connected with the use thereof and symbolized thereby, and 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 for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

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.

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.

Without limiting any representation, warranty or covenant set forth in the Purchase Agreement, none of Seller nor Buyer is making any representations or warranties of any kind whatsoever by virtue of, and shall have no liability under, this Agreement.

This Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to the conflicts of law rules of such state. The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in, and each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of California. Each Party hereby waives, and agrees not to assert in any such dispute, in each case to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party. Until and unless each Party hereto has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and neither party hereto shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Nothing herein shall be deemed to supersede or otherwise modify any provision of the Purchase Agreement. To the extent of any conflict between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall govern such conflict.

[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:**

**PENGUIN RANDOM HOUSE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

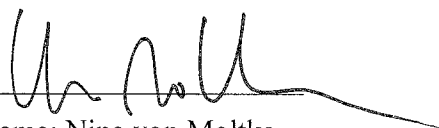
*[Signature Page to US Trademark Agreement]*

**TRADEMARK**  
**REEL: 005833 FRAME: 0759**

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

**ASSIGNOR:**

**PENGUIN RANDOM HOUSE, LLC**

By: 

Name: Nina von Moltke

Title: Executive Vice President

*[Signature Page to US Trademark Agreement]*

**TRADEMARK**  
**REEL: 005833 FRAME: 0760**

**SCHEDULE A**

**TRADEMARKS**

<b><u>Name</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
Fodor's (wordmark)	4/8/1980	1,132,683
Fodor's (stylized)	11/28/1978	1,107,281