

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simple Tuition, Inc.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LendingTree, LLC		
Street Address:	11115 Rushmore Dr		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3235305	SIMPLETUITION	
Registration Number:	3260496	TUITIONCOACH	
Registration Number:	4038360	SIMPLESPEND	
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:	561-962-2100		
Email:	kckline@duanemorris.com		
Correspondent Name:	Karen Kline		
Address Line 1:	30 South 17 Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	G0374-00103 -00104 -00105		
NAME OF SUBMITTER:	Karen C. Kline		
SIGNATURE:	/Karen C. Kline/		
DATE SIGNED:	08/08/2016		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is entered into as of May 31, 2016, by and between SimpleTuition, Inc., a Delaware corporation ("Assignor"), and LendingTree, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Purchase Agreement (as defined hereinafter).

RECITALS

A. Assignor owns the trademarks, trademark applications, patents and patent applications, copyrights and copyright applications and other Intellectual Property set forth on Exhibit A, and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Intellectual Property Assets").

B. Under the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), by between Assignor and Assignee, Assignor has agreed to assign the Intellectual Property Assets to Assignee, subject to the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee and Assignee hereby accepts all of Assignor's right, title and interest in and to the Intellectual Property Assets, free and clear of Encumbrances, together with all of Assignor's related common law rights in all jurisdictions; all rights to any royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present or future infringements, violations, misuses or misappropriations, breaches or defaults thereof and the goodwill associated with the Intellectual Property Assets.

2. Assignor's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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.

3. Rights to Record. Assignor hereby grants Assignee powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to effect the assignment of Intellectual Property Assets hereunder in the name of Assignee. Assignor hereby authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto.

4. Further Assurances. Each of the parties hereto agree to cooperate and to execute and deliver to the other parties such further instruments, and to take such further actions as may be reasonably requested by such other parties to evidence and reflect the transactions contemplated by this Assignment.

5. Conflicts and Inconsistencies. This Assignment is executed and delivered by Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Successors and Assigns. Assignor may not assign any of its rights or obligations hereunder without the prior written consent of Assignee. Any assignment in violation of this provision will be void. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

8. Miscellaneous. This Assignment may be executed in any number of counterparts (and by facsimile copy), each of which will be an original as regards to any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Assignment will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all parties reflected hereon as signatories.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

"ASSIGNOR"

SimpleTuition, Inc.

By: Geoffrey Willison

Name: Geoffrey Willison

Title: CEO

"ASSIGNEE"

LendingTree, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

"ASSIGNOR"

SimpleTuition, Inc.

By: _____
Name: _____
Title: _____

"ASSIGNEE"

LendingTree, LLC


By: 
Name: Gabe DeLuca
Title: CFO

Exhibit A

Intellectual Property Assets

The Assignor holds the following U.S. registered trademarks:

Trademark	Reg. No.	Reg. Date	Goods / Services	Status
SIMPLETUI TION	3,235,305	April 24, 2007	Consumer lending services; financing services for the financing of education.	Renewal due April 24, 2017.
TUITIONCO ACH	3,260,496	July 10, 2007	Providing information in the field of college funding via the internet.	Renewal due July 10, 2017
SIMPLESPE ND	4,038,360	October 11, 2011	Magnetically encoded prepaid reloadable debit cards; promoting the use of debit cards by issuing incentive rewards; providing prepaid reloadable debit cards services; providing a website featuring information in the field of finance.	Section 8 due October 11, 2017