

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfoSpace LLC		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Infospace Holdings LLC		
Street Address:	1501 Main Street		
City:	Venice Beach		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2316888	GO2NET	
Registration Number:	2185758	METASPY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	056474-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/11/2016		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 9, 2016 (the "Effective Date"), by and between InfoSpace LLC, a Delaware limited liability company ("Assignor"), and Infospace Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A attached hereto and any unregistered trademarks in the Purchased Assets (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 1, 2016 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignee's own expense, to effect the terms of this Assignment.

4. Specific Performance. Each of the parties hereto acknowledges and agrees that irreparable damage would occur to either party if any of the provisions of this Assignment are not performed in accordance with their specific terms hereof or otherwise are breached. Accordingly, each of the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity.

5. Terms of the Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. Successors and Assigns. The Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

8. Amendment and Waiver. Any provision of this Assignment or the Exhibit hereto may be amended only in a writing signed by Assignor and Assignee. No waiver of any provision hereunder, or any breach or default hereunder, shall be valid unless the same shall be in writing and signed by the party making such waiver, and no such waiver shall extend to or affect in any way any other provision or prior or subsequent breach, or default.

9. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. Electronic Delivery. This Assignment and any amendments hereto or thereto, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an “Electronic Delivery”), shall be treated in all manner and respects 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. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

12. Complete Agreement. This Assignment, together with the Purchase Agreement, constitute the complete agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related in any way to the subject matter hereof.

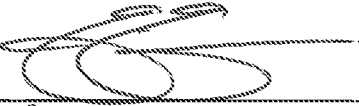
13. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

INFOSPACE LLC

By: 
Name: Eric Emans
Title: Vice President & Treasurer

ASSIGNEE:

INFOSPACE HOLDINGS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

INFOSPACE LLC

By: _____
Name:
Title:

ASSIGNEE:

INFOSPACE HOLDINGS LLC

By: _____
Name: Charles Ursini
Title: CEO

Signature Page to Trademark Assignment

EXHIBIT A

Mark	Country	Application #	Reg. #	Reg. Date	Status	Classes Combined
INFOSPACE	ARGENTINA	2.217.252	2.480.128	6/25/2001	REGISTERED	042
INFOSPACE	AUSTRALIA	852203	852203	12/21/2001	REGISTERED	009, 035, 036, 038, 041, 042
INFOSPACE	AUSTRALIA	792868	792868	6/20/2000	REGISTERED	036, 042
INFOSPACE	AUSTRALIA	764129	764129	11/29/1999	REGISTERED	035, 041, 042
INFOSPACE.COM	AUSTRALIA	764127	764127	11/29/1999	REGISTERED	035, 041, 042
WEBCRAWLER	BRAZIL	819492477	819492477	4/6/1999	REGISTERED	038
WEBCRAWLER	BRAZIL	819492531	819492531	4/6/1999	REGISTERED	040
WEBCRAWLER	BRAZIL	819492515	819492515	4/6/1999	REGISTERED	009
WEBCRAWLER	BRAZIL	819492523	819492523	7/24/2001	REGISTERED	041
WEBCRAWLER and Design	BRAZIL	819492507	819492507	4/6/1999	REGISTERED	009
WEBCRAWLER and Design	BRAZIL	819492485	819492485	4/6/1999	REGISTERED	040
WEBCRAWLER and Design	BRAZIL	819495913	819495913	4/6/1999	REGISTERED	038
DOGPILE	CANADA	1,197,317	TMA641,007	6/1/2005	REGISTERED	000
INFOSPACE	CANADA	1,085,078	TMA638,783	5/2/2005	REGISTERED	000
INFOSPACE	CANADA	845,718	TMA524,722	3/13/2000	REGISTERED	000
INFOSPACE	CANADA	881661	TMA539,318	1/8/2001	REGISTERED	000
WEBFETCH	CANADA	1,231,797	TMA700,068	11/2/2007	REGISTERED	000
INFOSPACE	SWITZERLAND	3887/1999	467763	12/16/1999	REGISTERED	036, 042
INFOSPACE	SWITZERLAND	12707/2000	488389	8/27/2001	REGISTERED	035, 036, 038, 042
INFOSPACE	CHILE	453.408	857.745	11/11/1999	REGISTERED	042
INFOSPACE	CHINA	1714008	1714008	2/14/2002	REGISTERED	009

INFOSPACE	CHINA	1946197	1946197	9/7/2002	REGISTER ED	035
INFOSPACE	CHINA	1982501	1982501	8/28/2002	REGISTER ED	042
INFOSPACE	CHINA	1459495	1459495	10/14/2000	REGISTER ED	042
DOGPILE	EUROPEAN UNION (CTM)	3633047	3633047	4/25/2005	REGISTER ED	038, 042
INFOSPACE	EUROPEAN UNION (CTM)	1879790	1879790	7/18/2003	REGISTER ED	009, 035, 036, 038, 041, 042
INFOSPACE	EUROPEAN UNION (CTM)	865477	865477	10/10/2001	REGISTER ED	035, 041, 042
INFOSPACE	EUROPEAN UNION (CTM)	1161835	1161835	2/22/2001	REGISTER ED	042
INFOSPACE	EUROPEAN UNION (CTM)	539403	539403	2/25/2000	REGISTER ED	009, 016, 042
INFOSPACE.COM	EUROPEAN UNION (CTM)	865469	865469	5/7/2001	REGISTER ED	035, 041, 042
WEBCRAWLER	EUROPEAN UNION (CTM)	425116	425116	7/31/2000	REGISTER ED	009, 038, 041, 042
WEBPOSITION	EUROPEAN UNION (CTM)	9845512	9845512	9/2/2011	REGISTER ED	009, 042
INFOSPACE	HONG KONG	2001B09042	2001B09042	8/9/2001	REGISTER ED	042
INFOSPACE	HUNGARY	160500	160500	4/13/2000	REGISTER ED	042
INFOSPACE	INDONESIA	J00-29145	265816	2/18/2002	REGISTER ED	042
INFOSPACE	ISRAEL	142614	142614	1/2/2002	REGISTER ED	042
INFOSPACE	ISRAEL	127610	127610	12/6/2000	REGISTER ED	042
INFOSPACE	INDIA	1571529	786259	3/19/2009	REGISTER ED	035, 038, 042
METACRAWLER	INDIA	1571539	786891	3/19/2009	REGISTER ED	035, 038, 042
INFOSPACE	JAPAN	H09-118507	4211910	11/20/1998	REGISTER ED	009
INFOSPACE	JAPAN	H11-050403	4520451	11/9/2001	REGISTER ED	035, 036, 039, 041, 042

INFOSPACE	SOUTH KOREA	2000-4752	4288	12/4/2001	REGISTERED	009, 025, 035, 036, 038, 041, 042
INFOSPACE	SOUTH KOREA	1999-0005901	63896	10/10/2000	REGISTERED	035, 036, 041, 042
INFOSPACE	MEXICO	461020	719398	10/29/2001	REGISTERED	038
INFOSPACE	MEXICO	461018	729746	1/15/2002	REGISTERED	035
INFOSPACE	MEXICO	386473	625567	9/28/1999	REGISTERED	042
INFOSPACE	NORWAY	200011720	211731	11/15/2001	REGISTERED	036, 042
INFOSPACE	NORWAY	199904528	203883	7/27/2000	REGISTERED	042
INFOSPACE	NEW ZEALAND	308959	308959	2/8/2000	REGISTERED	042
INFOSPACE	NEW ZEALAND	624260	624260	1/10/2002	REGISTERED	042
INFOSPACE	POLAND	Z-201659	140081	12/3/2003	REGISTERED	042
INFOSPACE	RUSSIA	2000725919	225492	10/25/2002	REGISTERED	009, 025, 035, 036, 038, 041, 042
INFOSPACE	RUSSIA	99706740	216399	7/5/2002	REGISTERED	035, 036, 039, 041, 042
INFOSPACE	SINGAPORE	T00/17316C	T00/17316C	6/2/2000	REGISTERED	042
INFOSPACE	SINGAPORE	T99/04673H	T99/04673H	10/18/2000	REGISTERED	042
INFOSPACE	TAIWAN	89066833	158152	2/1/2002	REGISTERED	042
INFOSPACE	TAIWAN	88020883	146089	7/16/2001	REGISTERED	042
100HOT	UNITED STATES	75142845	2117092	11/25/1997	REGISTERED	042
ARFIE	UNITED STATES	78327802	2906684	11/30/2004	REGISTERED	035, 038, 042
DOGPILE	UNITED STATES	75639720	2456655	6/5/2001	REGISTERED	009, 035, 038
DOGPILE and Design	UNITED STATES	85014993	3879959	11/23/2010	REGISTERED	035, 038, 042
INFOSPACE	UNITED STATES	76061648	2872006	8/10/2004	REGISTERED	035, 038, 042

INFOSPACE	UNITED STATES	75202955	2121439	12/16/1997	REGISTERED	009, 042
INFOSPACE	UNITED STATES	75192163	2206397	12/1/1998	REGISTERED	042
METACRAWLER	UNITED STATES	77514569	3660134	7/28/2009	REGISTERED	038
METACRAWLER	UNITED STATES	75250709	2273293	8/31/1999	REGISTERED	042
METACRAWLER	UNITED STATES	77250647	3456969	7/1/2008	REGISTERED	035
WEBCRAWLER	UNITED STATES	74701078	2007916	10/15/1996	REGISTERED	042
WEBCRAWLER	UNITED STATES	77245974	3497997	9/9/2008	REGISTERED	035, 038
WEBFETCH	UNITED STATES	78478908	3049561	1/24/2006	REGISTERED	035, 038, 042
WEBMARKET	UNITED STATES	75499574	2331018	3/21/2000	REGISTERED	035, 042
WEBPOSITION	UNITED STATES	75834827	2379723	8/22/2000	REGISTERED	009
ZOO	UNITED STATES	78970454	3373136	1/22/2008	REGISTERED	042
INFOSPACE	SOUTH AFRICA	1999/07409	1999/07409	6/10/2002	REGISTERED	042
BRAINSTUFF	UNITED STATES	77256003	3483619	8/12/2008	REGISTERED	041
HOWSTUFFWORKS	UNITED STATES	77256252	3491518	8/26/2008	REGISTERED	021
HOWSTUFFWORKS	UNITED STATES	77266711	3483654	8/12/2008	REGISTERED	041
HOWSTUFFWORKS	UNITED STATES	77256166	3491517	8/26/2008	REGISTERED	025
HOW STUFF WORKS	AUSTRALIA	WO887830	WO887830	11/27/2008	REGISTERED	042, 044
HOW STUFF WORKS	JAPAN	WO887830	WO887830	12/13/2007	REGISTERED	042, 044
HOW STUFF WORKS	SOUTH KOREA	WO887830	WO887830	8/22/2008	REGISTERED	042, 044
HOW STUFF WORKS	NORWAY	WO887830	WO887830	7/20/2007	REGISTERED	042, 044
HOW STUFF WORKS	RUSSIA	WO887830	WO887830	2/22/2008	REGISTERED	042, 044
HOW STUFF WORKS	SINGAPORE	WO887830	WO887830	10/10/2007	REGISTERED	042, 044
HOW STUFF WORKS	UNITED STATES	76013441	2501638	10/30/2001	REGISTERED	042
HOW STUFF WORKS	WIPO	WO887830	WO887830	2/13/2006	REGISTERED	042, 044

HOW STUFF WORKS	UNITED STATES	78348428	2980912	8/2/2005	REGISTERED	016
GETSTUFF	UNITED STATES	77757227	3877680	11/16/2010	REGISTERED	042
HOW STUFF WORKS and Design	UNITED STATES	77427728	3706161	11/3/2009	REGISTERED	038
HOW STUFF WORKS and Design	UNITED STATES	77427718	3811398	6/29/2010	REGISTERED	009
HOW STUFF WORKS & Design	UNITED STATES	77427733	3706162	11/3/2009	REGISTERED	041
HSW Chime (SOUND MARK)	UNITED STATES	77255913	3498066	9/9/2008	REGISTERED	042
HSW Logo	UNITED STATES	77256061	3398322	3/18/2008	REGISTERED	042
STUFF YOU SHOULD KNOW	UNITED STATES	77835305	3983155	6/28/2011	REGISTERED	041
HOW STUFF WORKS & HSW Logo	ICELAND	2586	1078/2007	9/5/2007	REGISTERED	042, 044
HOW STUFF WORKS & HSW Logo	SWITZERLAND	62468/2007	566662	1/11/2008	REGISTERED	042, 044
HOW STUFF WORKS	CANADA	1,206,727	TMA659011	2/15/2006	REGISTERED	000
HOW STUFF WORKS	CHINA	1197	5122872	12/28/2009	REGISTERED	042
HOW STUFF WORKS	EUROPEAN UNION (CTM)	3648698	3648698	7/18/2005	REGISTERED	042
POK MAN MONG (Chinese Characters)	MACAO	N/24712	N/24712	3/28/2007	REGISTERED	042
HOW STUFF WORKS	BRAZIL	828051291	828051291	3/17/2009	REGISTERED	042
HOW STUFF WORKS	INDIA	1446568	1446568	8/16/2008	REGISTERED	042
INFOSPACE	CHINA	1955770	1955770	12/7/2004	REGISTERED	038
INFOSPACE	CHINA	2018104	2018104	1/21/2005	REGISTERED	041
GO2NET	UNITED STATES	75051533	2316888	2/8/2000	REGISTERED	035, 042
INFOSPACE MOBILE	CANADA	1236491	TMA703153	12/14/2007	REGISTERED	n/a
SWITCHBOARD	CANADA	1048931	TMA577430	3/13/2003	REGISTERED	n/a
ACTIVESHOPPER	CANADA	1022479	TMA544431	5/2/2001	REGISTERED	n/a

METASPY	UNITED STATES	75318362	2185758	9/1/1998	REGISTER ED	042
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