

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cuteness, Inc.		07/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Demand Media, Inc.		
Street Address:	1655 26th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77952078	CUTENESS	
CORRESPONDENCE DATA			
Fax Number:	9497326803		
<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:	949.732.6500		
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Susan L. Heller		
Address Line 1:	3161 Michelson Drive, No. 1000		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Susan L. Heller		
SIGNATURE:	/Susan L. Heller/		
DATE SIGNED:	08/18/2016		
Total Attachments: 2			
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source=Cuteness - Assignment of IP#page2.tif			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated as of July 30, 2015, is made and entered into by Cuteness, Inc. a Delaware corporation ("Assignor"), as assignor and Demand Media, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, as of the date hereof (and effective concurrently with the effectiveness of this Assignment), the Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell all of the Transferred Assets to Assignee; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for the Assignor's execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

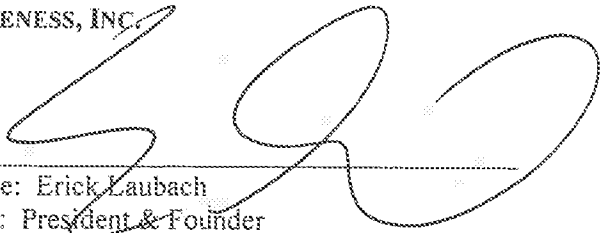
2. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to all Intellectual Property set forth on Schedule 3.3 of the Disclosure Schedule attached to the Purchase Agreement and directly related to and included in the Transferred Assets together with the goodwill of the business associated therewith (the "Purchased IP"), and all common law and statutory right, title and interest in the Purchased IP, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Purchased IP, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Purchased IP and other Transferred Assets, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Purchased IP, and to secure in its own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Purchased IP.

3. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 2 above.

[Signature Page Follow]

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first set forth above.

CUTENESS, INC.

By: 
Name: Erick Laubach
Title: President & Founder

Date: 7-30-15

ACKNOWLEDGMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual Who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On July 30, 2015 before me, Audrey Fenton, Notary Public, personally appeared Erick Laubach who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Audrey Fenton (Seal)

