

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Connexity, LLC		09/01/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BizInsights Holding Corporation		
<b>Street Address:</b>	12200 W. Olympic Boulevard, Suite 300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2109142	BIZRATE	
<b>Registration Number:</b>	3470894	BIZRATE.COM CUSTOMER CERTIFIED	
<b>Registration Number:</b>	4018652	BIZRATE CIRCLE OF EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8584583005		
<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>	8584583000		
<b>Email:</b>	ryane@paulhastings.com		
<b>Correspondent Name:</b>	Ryan M. Enchelmayer		
<b>Address Line 1:</b>	4747 Executive Dr., 12th FL		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	95023.00002		
<b>NAME OF SUBMITTER:</b>	Ryan M. Enchelmayer		
<b>SIGNATURE:</b>	/Ryan M. Enchelmayer/		
<b>DATE SIGNED:</b>	09/01/2016		
<b>Total Attachments: 10</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), effective September 1, 2016, is made and entered into by and between Connexity, LLC, a California limited liability company (“Assignor”), and BizInsights Holding Corporation, a Delaware corporation (“Assignee”) (each a “Party,” and collectively, the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee, have entered into that certain Asset Distribution Agreement, dated as of September 1, 2016 (the “Agreement”), pursuant to which Assignor has agreed to contribute certain assets to Assignee, including all of Assignor’s right, title and interest in and to the patents set forth on Schedule A, copyrights described in the Agreement, including all unregistered copyrights and the copyright registrations set forth on Schedule A, and trademarks and service marks as described in the Agreement, including all common law rights therein and the registrations set forth on Schedule A (the “Assigned Intellectual Property”); and

WHEREAS, the Parties have agreed to enter into this Assignment in order to consummate the transactions contemplated in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, together with the goodwill symbolized thereby or associated therewith and all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

2. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the written request of Assignee and at the sole expense of Assignee, execute and deliver, or cause to be executed or delivered, further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in perfecting the assignment, transfer and conveyance of the Assigned Intellectual Property hereunder, including, without limitation, any assignment documents required to be recorded under the laws of any relevant foreign jurisdictions to perfect the assignment, transfer and conveyance hereunder. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States to record this Assignment.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without reference to the choice of law or conflicts of law principles thereof that would result in the application of the Laws of any other jurisdiction.

4. Counterparts. This Assignment may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any party may execute this Assignment by facsimile signature, and the other parties will be entitled to rely on such facsimile signature as conclusive evidence that this Assignment has been duly executed by such party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

**CONNEXITY, LLC**

By: WGA  
Name: William Glass  
Title: President and CEO

**BIZINSIGHTS HOLDING CORPORATION**

By: \_\_\_\_\_  
Name: John Tristan Treadwell  
Title: President

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

**CONNEXITY, LLC**

By: \_\_\_\_\_  
Name: William Glass  
Title: President and CEO

**BIZINSIGHTS HOLDING  
CORPORATION**

By:   
Name: John Tristan Treadwell  
Title: President

## SCHEDULE A

### U.S. PATENTS

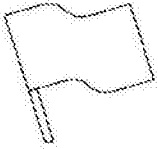
Patent No.	System and Method for Data Collection, Evaluation, Information Generation and Presentation	Issue Date:	Inventor:
7,013,285	System and Method for Data Collection, Evaluation, Information Generation and Presentation	March 14, 2006	George J. Rebane
6,662,192	System and Method for Data Collection, Evaluation, Information Generation and Presentation	December 9, 2003	George J. Rebane
6,539,392	System and Method for Data Collection, Evaluation, Information Generation and Presentation	March 25, 2003	George J. Rebane
6,711,581	System and Method for Data Collection, Evaluation, Information Generation and Presentation	March 23, 2004	George J. Rebane

### U.S. COPYRIGHT REGISTRATION

Title	Copyright No.	Date
Smiley Face Rating System	TXU001196134	2004

### U.S. TRADEMARK REGISTRATIONS

Serial No.	Reg. No.	Mark	International Class: Goods and Services	Registration Date
75197079	2109142	BIZRATE	IC 042: Rating services, namely real time on-line customized rating of businesses who offer goods and services on a global computer network.	October 28, 1997
77283268	3470894	Certification Mark – BIZRATE.COM CUSTOMER CERTIFIED	IC B: Retail Store shopping services provided by online merchants.	July 22, 2008
85205059	4,018, 652	Certification Mark – BIZRATE CIRCLE OF EXCELLENCE	IC B: Shopping services provided by online merchants.	August 30, 2011

Serial No.	Reg. No.	Mark	International Class: Goods and Services	Registration Date
n/a	To be determined.	BIZRATE (with flag)*	IC 035*	To be determined.
n/a	To be determined.	(flag design mark)* 	IC 035*	To be determined.

\*Assignor owns U.S. Trademark Registration Nos. 3,926,644 (BIZRATE with flag design mark) and 3,926,645 (flag design mark) (collectively, the “*Flag Design Marks*”) solely with respect to the services listed below as “*Assignor Services*”. Pursuant to the Agreement and this Assignment, Assignor is assigning to Assignee all of its right, title and interest in these Flag Design Marks solely with respect to the services listed below as “*Assignee Services*”. Requests to divide U.S. Trademark Registration Nos. 3,926,644 and 3,926,645 will be filed with the United States Patent and Trademark Office (the “*USPTO*”), pursuant to which new U.S. trademark registrations for these Flag Design Marks covering the Assignee Services should be issued in Assignee’s name and the Assignee Services should be deleted from U.S. Trademark Registration Nos. 3,926,644 and 3,926,645. For purposes of clarity, as a result of the assignment described above and the division of the registrations, Assignor’s U.S. Trademark Registration Nos. 3,926,644 and 3,926,645 will be limited to the Assignor Services.

<b>Allocation of Services Previously Covered by U.S. Trademark Registration Nos. 3,926,644 and 3,926,645*</b>	
<u><b>Assignor Services</b></u>	<u><b>Assignee Services</b></u>
<p><u>Class 35</u>: Promoting the sale of goods and services of others by providing hypertext links to the web site of others, and through on-line ordering and cataloging of those goods and services; internet consumer comparison shopping services.</p> <p><u>Class 42</u>: Providing a search engine on the internet for obtaining information on consumer products and merchants.</p>	<p><u>Class 35</u>: Providing ratings and reviews of businesses and products and services for use by consumers; providing databases containing commercial information relating to products and merchants; providing business ratings for consumers and businesses; providing online business rating for consumers and businesses; conducting surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business and market research information, namely, business and market research reports; conducting online surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing online business and market research information, namely, business and market research</p>



**NON-U.S. TRADEMARK REGISTRATIONS**

<b>App. No. /Reg. No.</b>	<b>Mark</b>	<b>Country</b>	<b>International Class: Goods and Services</b>	<b>Registration Date</b>
838205	BIZRATE	Australia	IC 035: Providing business ratings for consumers and businesses; providing on-line business ratings for consumers and businesses including real time on-line customised rating of businesses who offer goods and services on a global computer network. IC 042: Infomediary services being hosting a website for facilitating transactions between buyers and sellers, for providing buyers with information about sellers, goods, and/or services, for facilitating searches for such information, for assisting buyers by providing access to on-line sellers, for sponsoring and facilitating promotional programs for buyers and sellers, for sponsoring rebate programs, and for sponsoring credit card programs.	March 25, 2002
TMA569280	BIZRATE	Canada	(1) Rating services, namely real time on-line customized rating of businesses who offer goods and services on a global computer network. (2) Conducting surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business and market research information, namely business and market research reports; conducting on-line surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business ratings for consumers and businesses; providing on-line business ratings for consumers and businesses; providing on-line business and market research information, namely business and market research reports.	October 22, 2002

<b>App. No. /Reg. No.</b>	<b>Mark</b>	<b>Country</b>	<b>International Class: Goods and Services</b>	<b>Registration Date</b>
TMA569279	BIZRATE.COM	Canada	(1) Conducting surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business and market research information, namely business and market research reports; conducting on-line surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business ratings for consumers and businesses; providing on-line business ratings for consumers and businesses; providing on-line business and market research information, namely business and market research reports.	October 22, 2002
1334341	BIZRATE	Europe	IC 035: Conducting surveys to compile data about businesses and consumers; preparing business and market research report from compiled data; providing business and market research information, namely, business and market research reports; conducting online surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data. IC 042: Providing business ratings for consumers and businesses; providing online business ratings for consumers and businesses; providing online business and market research information, namely, business and market research reports.	October 5, 1999

<b>App. No. /Reg. No.</b>	<b>Mark</b>	<b>Country</b>	<b>International Class: Goods and Services</b>	<b>Registration Date</b>
001334515	BIZRATE.COM	CTM	IC 035: Conducting surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data; providing business and market research information, namely, business and market research reports; conducting online surveys to compile data about businesses and consumers; preparing business and market research reports from compiled data. Providing business ratings for consumers and businesses; providing online business ratings for consumers and businesses; providing online business and market research information, namely, business and market research reports.	October 5, 1999
825485932	BIZRATE	Brazil	IC 042: Servicos de computacao, especificamente, fornecimento de dispositivos de busca e banco de dados para facilitar buscas de informacao em uma rede de computadores mundial; fornecimento de servicos de dispositivos de busca e palavras-chave para melhor posicionamento de vendedores "on line" em listas de resultados de dispositivos de busca.	October 15, 2013
825485940	BIZRATE	Brazil	IC 035: Servicos "on-line" para facilitar transacoes entre compradores e vendedores mediante o fornecimento aos compradores de informacoes sobre vendedores, bens e/ou servicos; servicos "on line" de compras por comparacao e de mercado; servicos de facilitacao de buscas de produtos e servicos disponiveis "on line"; promocao de venda de bens e servicos de terceiros e fornecimento de ligacoes de acesso para vendedores atraves de um mercado "on line"; promocao de vendas de bens e servicos de terceiros atraves de concursos e anuncios promocionais "on line"; servicos de assistencia avendedores mediante ofornecimento de acesso a potenciais clientes "on line"; servicos de assistencia a compradores mediante fornecimento de acesso a vendedores "on line"; servicos de patrocínio e auxilio a programas promocionaispara compradores e vendedores.	June 11, 2013

<b>App. No. /Reg. No.</b>	<b>Mark</b>	<b>Country</b>	<b>International Class: Goods and Services</b>	<b>Registration Date</b>
4519276*	BIZRATE	Japan	IC 035	November 2, 2001
4519275*	BIZRATE.COM	Japan	IC 035	November 2, 2001**

\* These marks are not used in Japan and Assignor intended to allow these registrations to lapse in the ordinary course. Any additional steps to update the assignment records for these marks shall be undertaken by Assignee and shall be at its sole cost and expense.

\*\* To Assignor's knowledge, the record ownership for this registration still shows "Shop Zilla Inc." (based on a translation of the Japanese characters listed for this registration). Assignor has not taken any steps to update the assignment records for this registration, as Assignor intended to allow the registration to lapse.