

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popsugar, Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ShopStyle Inc.		
Street Address:	160 Spear Street; Suite 1900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86099621	COSMIC CART	
Registration Number:	4890389	FAVE BY SHOPSTYLE	
Serial Number:	87021468	EMOTICODE	
Serial Number:	85736157	FOR THE STYLE OBSESSED	
Serial Number:	86464232	LET'S GO SHOP!	
Serial Number:	87050899	LINKS IN A SNAP	
Serial Number:	85867134	LINKSTAR	
Serial Number:	85162800	MYPERFECTSALE	
Serial Number:	87093306	ONE SNAP CHECKOUT	
Serial Number:	78937135	SHOPSTYLE	
Serial Number:	86648733	SHOPSTYLE COLLECTIVE	
Serial Number:	86723472	SHOPSTYLE SPOTLIGHT	
Serial Number:	86076525	WE SEARCH. WE FIND. WE SHOPSTYLE.	
Serial Number:	85530148	FOR THE SHOPPING OBSESSED	
Serial Number:	86445689	TAILOREDSEARCH	
Serial Number:	86445694	STYLERANK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7042456515
Email: bdavis@vlplawgroup.com
Correspondent Name: Brian M. Davis
Address Line 1: 5960 Fairview Rd; Suite 400
Address Line 4: Charlotte, NORTH CAROLINA 28210

NAME OF SUBMITTER:	Brian M. Davis
SIGNATURE:	/Brian M. Davis/
DATE SIGNED:	04/05/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "Assignment") is made and dated as of April 3, 2017 by and between Popsugar Inc., a Delaware corporation, with a principal place of business at 111 Sutter Street, 16th Floor, San Francisco, CA 94104 ("Popsugar"), for itself and its subsidiaries (collectively, "Assignors"), and ShopStyle Inc., a Delaware corporation, with a principal place of business at 160 Spear Street, Suite 1900, San Francisco, CA 94105 ("Assignee"), the purchaser of certain assets of Assignors pursuant to an Asset Purchase Agreement, dated February 21, 2017 (the "Asset Purchase Agreement"). Assignors and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Asset Purchase Agreement provides that, as a condition to Closing, Popsugar shall deliver to Assignee this Assignment, in order to effect the assignment of all of Assignors' right, title and interest in, to and under the Assigned Trademarks (as defined below) to Assignee, and for recording with the United States Patent and Trademark Office; and

WHEREAS, Assignors desire to so assign the Assigned Trademarks, and Assignee desires to accept this assignment, on the terms hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignors hereby grant, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the following (the "Assigned Trademarks"), together with any and all goodwill associated with the business connected with the use of, and symbolized by, the Assigned Trademarks:

- a. the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignors' business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- b. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Assignors shall: (i) execute such additional documents as are necessary to transfer, defend, register, or otherwise give full effect to and perfect the rights of Assignee in the Assigned Trademarks; and (ii) take such further actions as Assignee may reasonably request in order to demonstrate Assignee's title to the Assigned Trademarks. Assignee shall reimburse (or shall have reimbursed) Assignors' reasonable out-of-pocket expenses incurred through such assistance.

4. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Trademarks from Assignors to Assignee. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Trademarks, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

5. Popsugar represents and warrants to Assignee that as of the date hereof Popsugar has the full right, power, and authority to enter into this Assignment and perform its obligations hereunder for itself and on behalf of all Assignors; the execution of this Assignment by Popsugar has been duly authorized by all necessary organizational action of Assignors; and when executed and delivered by the Parties this Assignment will constitute the legal, valid, and binding obligation of Assignors enforceable against Assignors in accordance with its terms and conditions.

6. This Assignment shall bind the respective successors and assigns of Assignors and Assignee. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

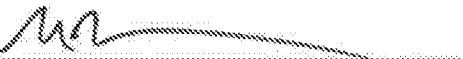
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

ASSIGNORS:

POPSUGAR INC. for itself and its subsidiaries

ASSIGNEE:

SHOPSTYLE INC.

By: 
Name: SEAN MACNEW
Title: CEO/COO

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

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

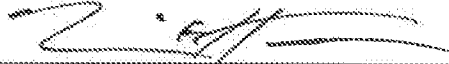
ASSIGNORS:

POPSUGAR INC. for itself and its subsidiaries

ASSIGNEE:

SHOPSTYLE INC.

By: _____
Name:
Title:

By: 
Name: Kevin H. Johnson
Title: CEO

[Signature Page to Trademark Assignment Agreement]

Schedule 1

U.S. Trademark Registrations and Trademark Applications

COSMIC CART - U.S. Trademark Serial No. 86/099621

FAVE BY SHOPSTYLE - U.S. Trademark Serial No. 4890389

EMOTICODE - U.S. Trademark Serial No. 87/021468

FOR THE STYLE OBSESSED - U.S. Trademark Serial No. 85/736157

LET'S GO SHOP! - U.S. Trademark Serial No. 86/464232

LINKS IN A SNAP - U.S. Trademark Serial No. 87/050899

LINKSTAR - U.S. Trademark Serial No. 85/867134

MYPERFECTSALE - U.S. Trademark Serial No. 85/162800

ONE SNAP CHECKOUT - U.S. Trademark Serial No. 87/093306

SHOPSTYLE - U.S. Trademark Serial No. 78/937135

SHOPSTYLE COLLECTIVE - U.S. Trademark Serial No. 86/648733

SHOPSTYLE SPOTLIGHT - U.S. Trademark Serial No. 86/723472

WE SEARCH. WE FIND. WE SHOPSTYLE. - U.S. Trademark Serial No. 86/076525

FOR THE SHOPPING OBSESSED - U.S. Trademark Serial No. 85/530148

TAILOREDSEARCH - U.S. Trademark Serial No. 86/445689

STYLERANK - U.S. Trademark Serial No. 86/445694