

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IAC Search & Media, Inc.		12/31/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INKD, LLC		
Street Address:	555 12th Street		
Internal Address:	Suite 500		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4241595	BELLY BALLOT	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	212-589-4200		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Gerald J. Ferguson		
Address Line 1:	45 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	047611.000648		
NAME OF SUBMITTER:	Gerald J. Ferguson		
SIGNATURE:	/Gerald J. Ferguson/		
DATE SIGNED:	05/08/2019		
Total Attachments: 16			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), entered into as of December 31, 2015, by and between IAC Search & Media, Inc., a Delaware corporation ("IACSAM") and Inkd, LLC, a Delaware limited liability company and a wholly-owned subsidiary of IACSAM ("INKD").

WHEREAS, ModernMom, LLC, Jasson Gilmore, and Grant Aldrich (the "MM Sellers"), and IACSAM have entered into a certain Asset Purchase Agreement dated December 31 (the "MM APA"), 2015, pursuant to which IACSAM acquired from the MM Sellers certain assets and liabilities related to the ModernMom Business including but not limited to those assets and liabilities identified in Exhibit B, the "MM Assets and liabilities" (and, together with the TPG Assets and Liabilities, the "Acquired Assets"); and

WHEREAS, thereafter IACSAM entered into certain agreements in connection with The Patient's Guide Business and the ModernMom Business (the "Subsequent Agreements"); and

WHEREAS, IACSAM desires to contribute to INKD the Contributed Assets (as defined below); and

WHEREAS, the Board of Directors of IACSAM has determined that it is in the best interests of IACSAM to contribute the Contributed Assets to the capital of INKD.

NOW, THEREFORE, in consideration of the premises and mutual undertakings, the undersigned parties covenant and agree as follows:

Section 1. Contribution. IACSAM hereby conveys, transfers, assigns and delivers to INKD, effective as of the Effective Time (as defined below), and INKD hereby accepts, all of IACSAM's right, title and interest in, to and under the (i) Acquired Assets and (ii) the Subsequent Agreements, including, but not limited, those listed on the attached Exhibit C (collectively the "Contributed Assets").

Section 2. Effective Time. The transactions contemplated hereby shall be effective immediately before the close of business, Eastern Daylight Time, on December 31, 2015 (the "Effective Time").

Section 3. Miscellaneous.

(a) Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(b) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

(c) Further Assurances. Each of IACSAM and INKD agree to execute and deliver such documents and take such further action as may be necessary or appropriate to effectuate the purpose and intent of this Agreement.

TRADEMARK

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(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the law that might be applied under principles of conflicts of law.

(e) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

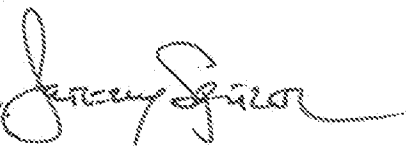
IACSAM

By: 

Name: KEVIN COTTELL

Title: VICE PRESIDENT AND ASSISTANT TREASURER

INKD

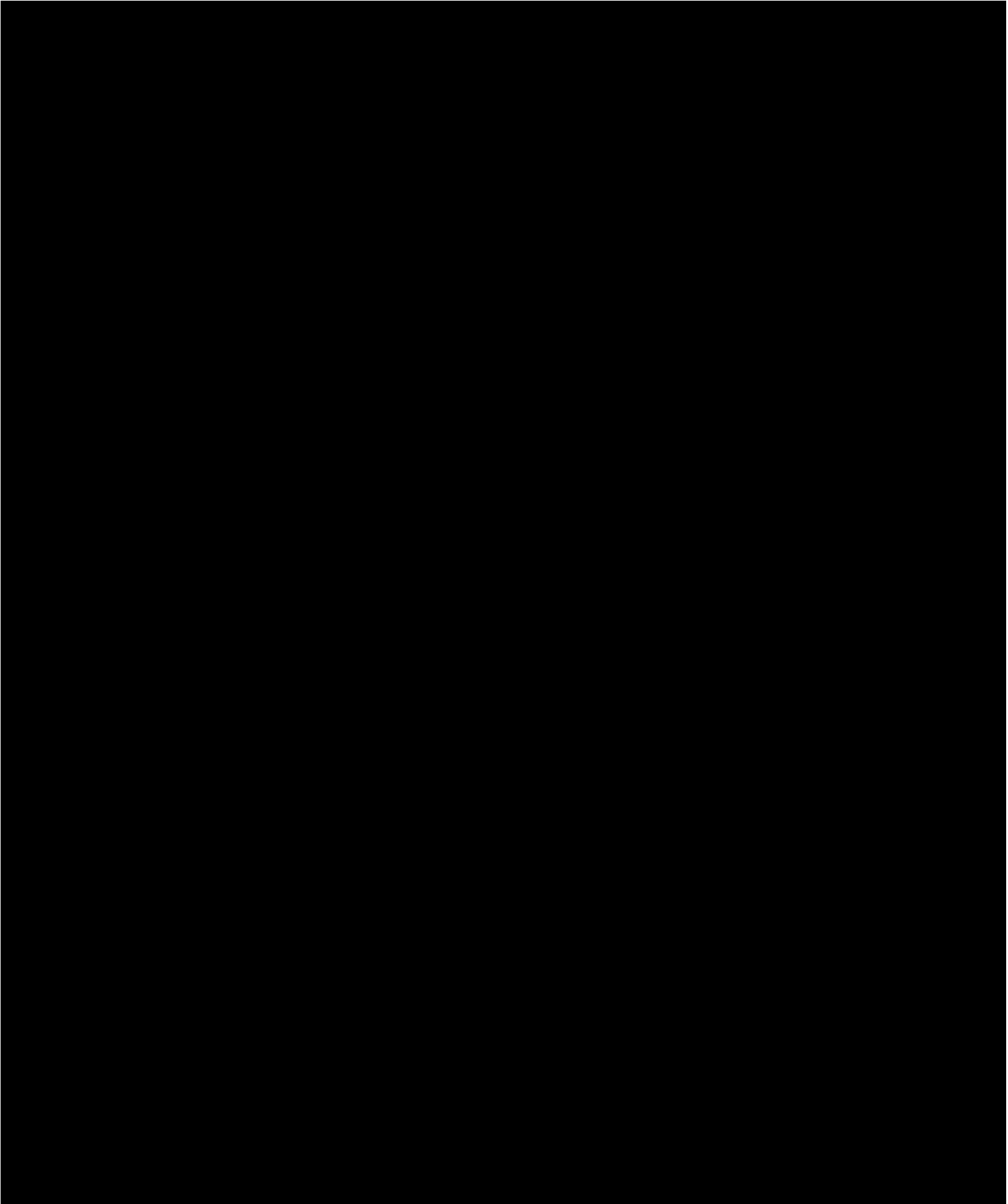
By: 

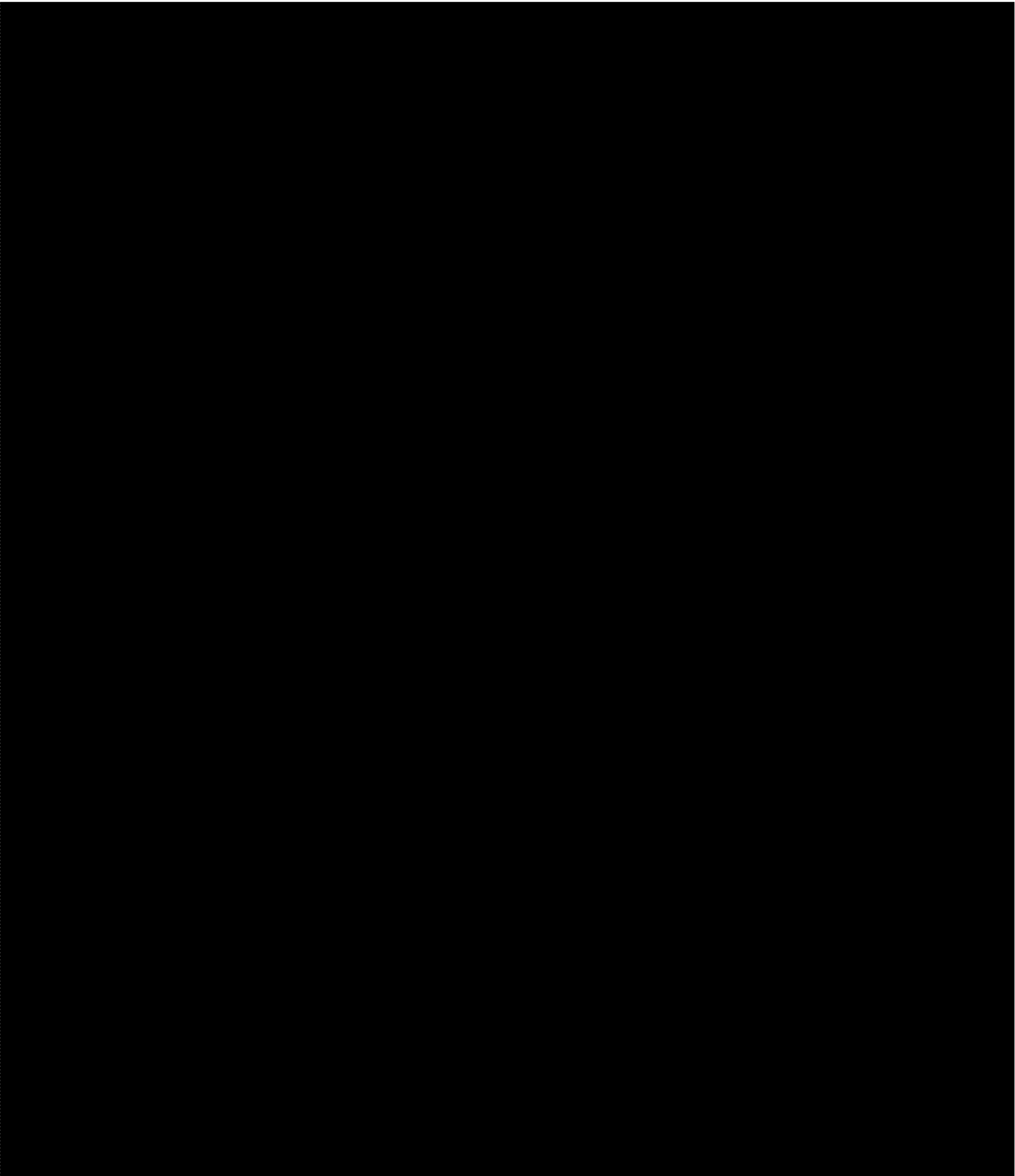
Name: JEFFREY SYDER

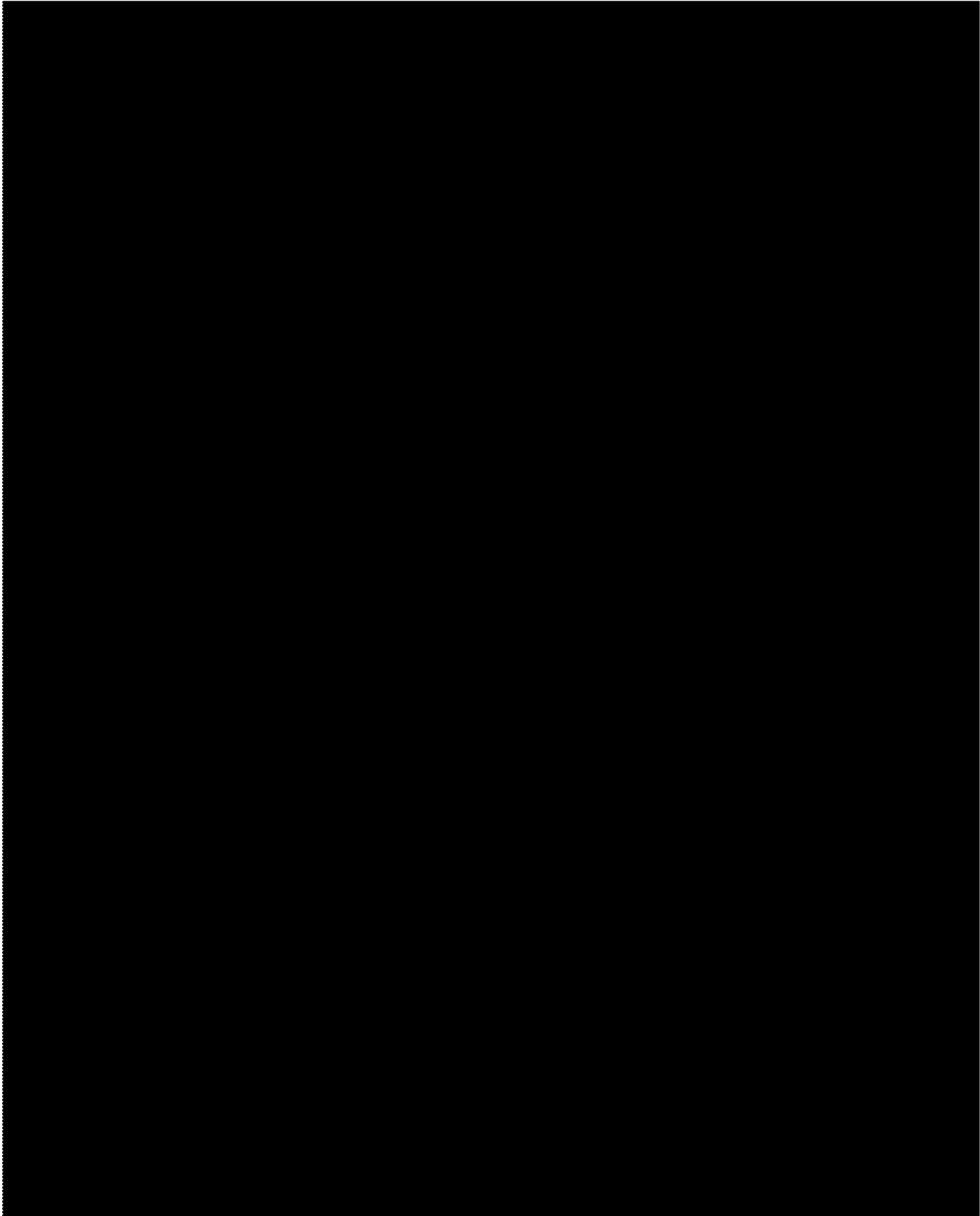
Title: CFO AND TREASURER

(Signature Page to Contribution Agreement)

Annex A

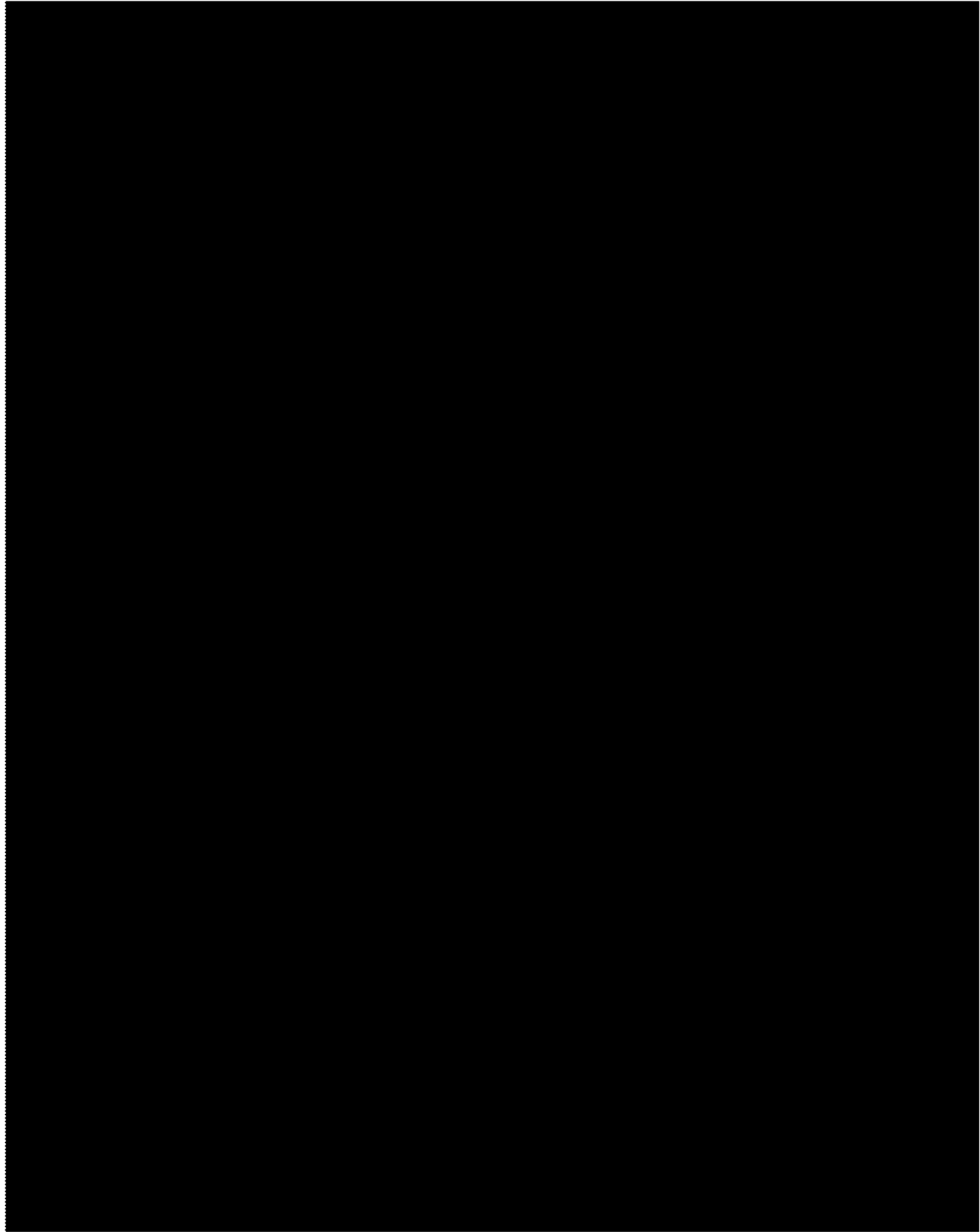


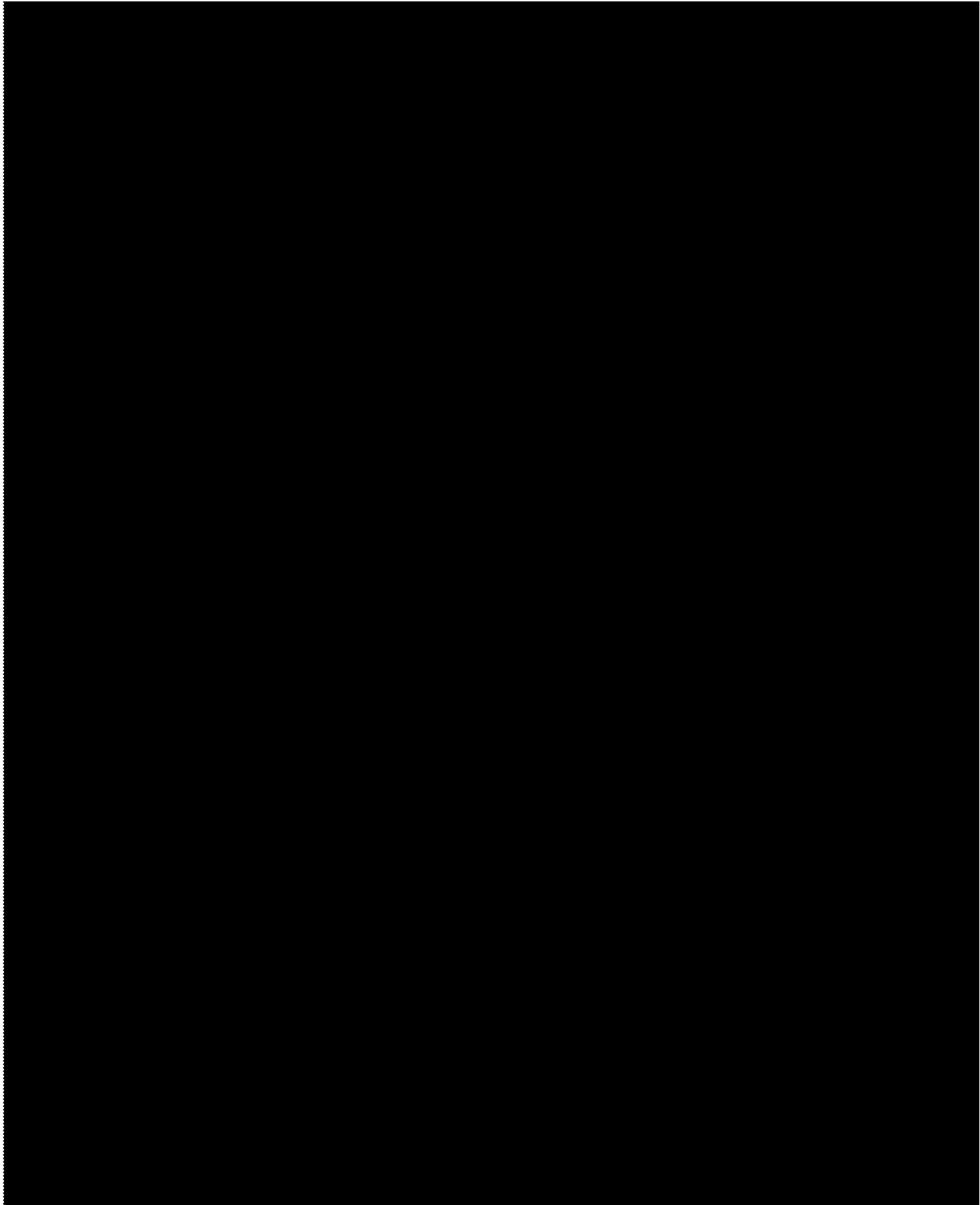


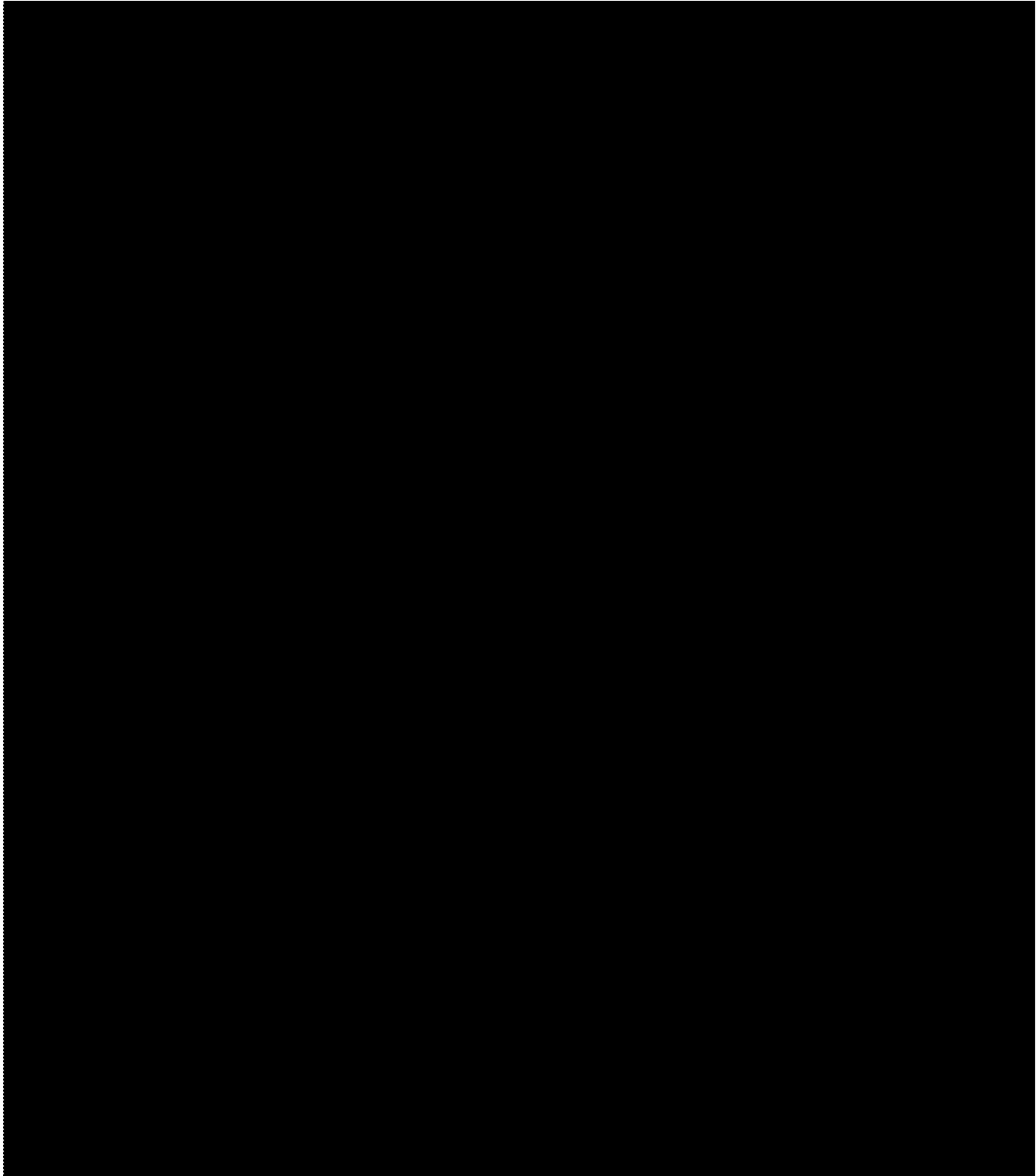


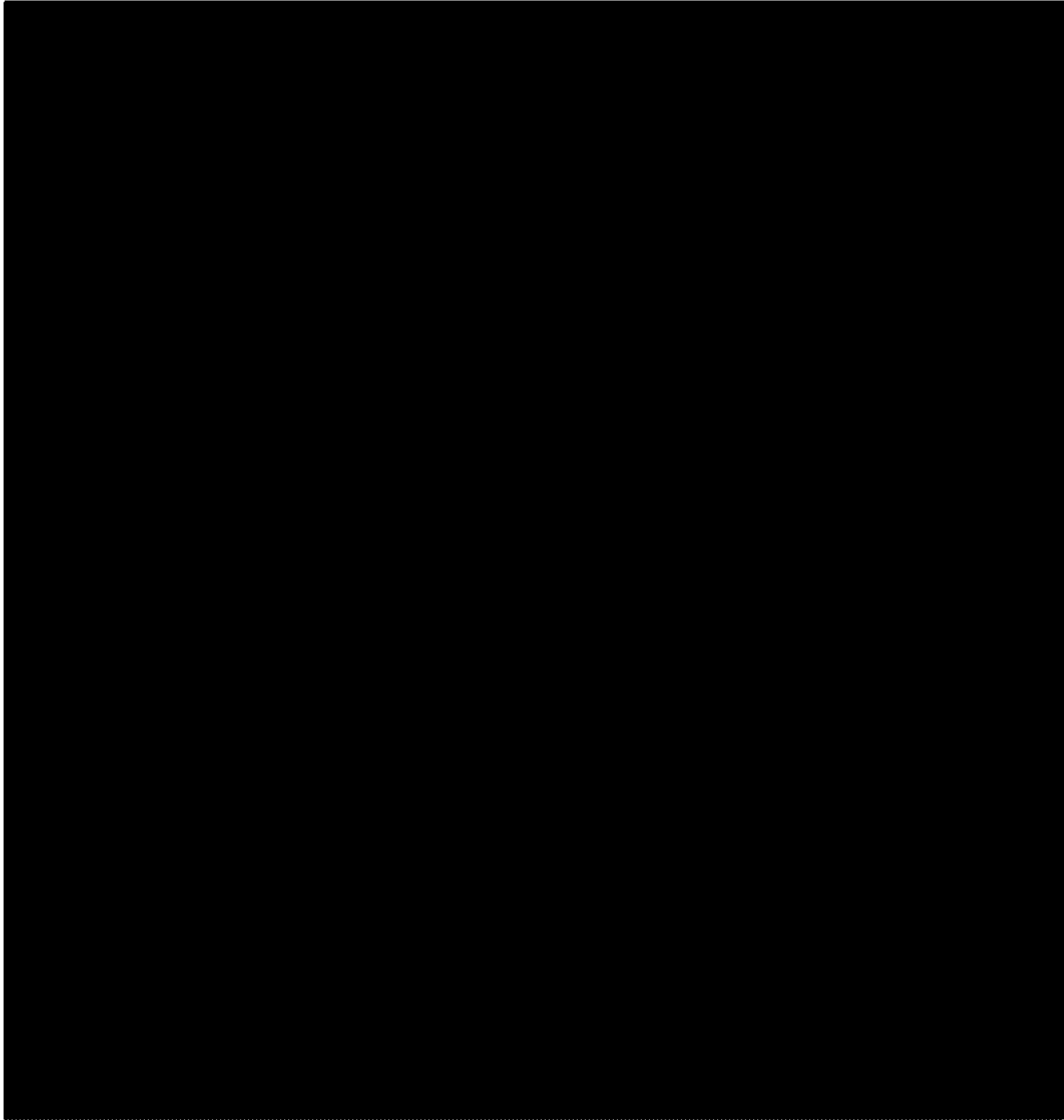
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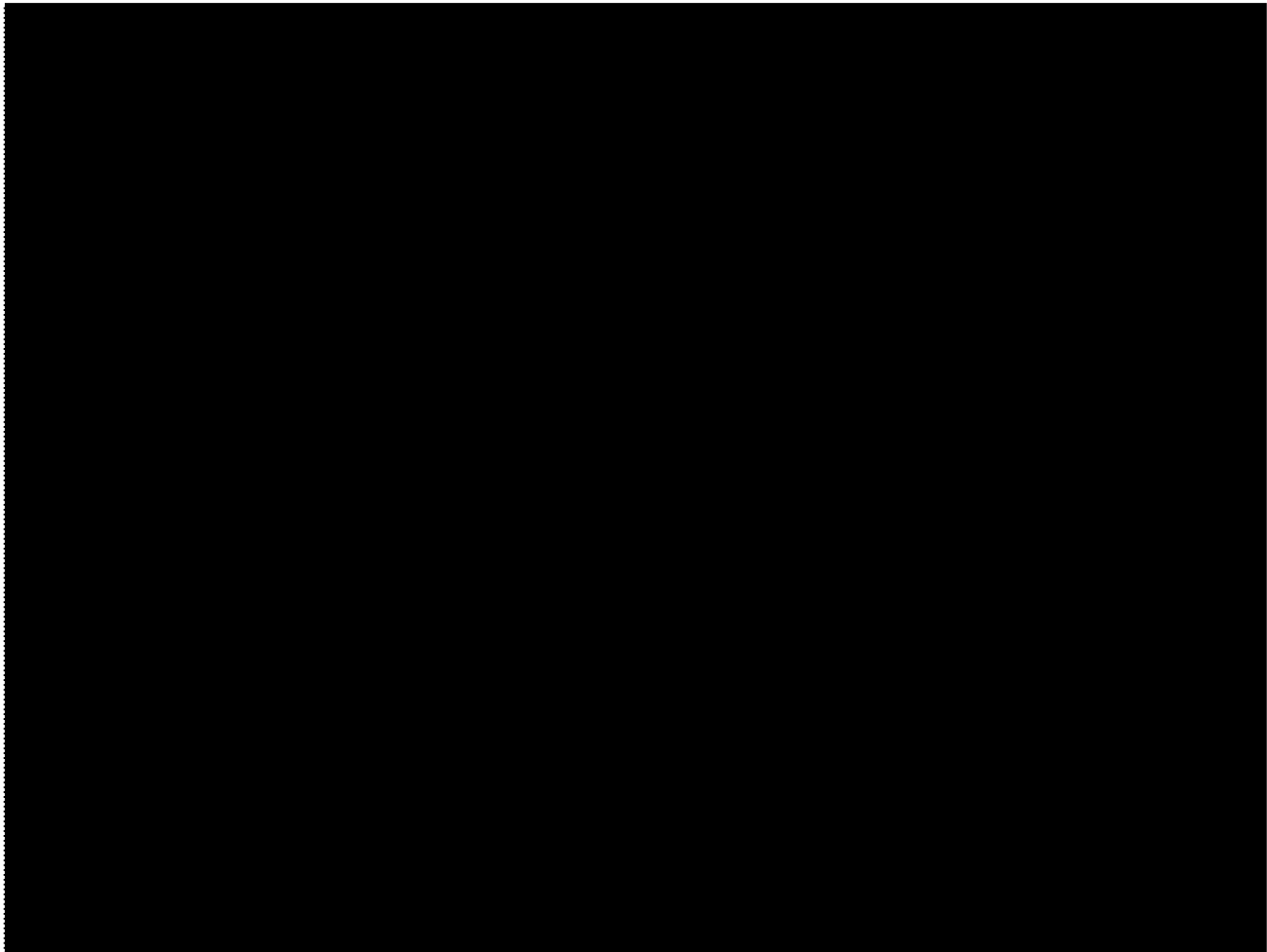








Annex B
MM Assets and Liabilities



III. All MM Sellers' Intellectual Property including:

1. The below list of registered internet domains:

Domain Name	TLD	Expiration Date	Status	Privacy	Locked	Registrar
BABYBALLOTS.COM	.com	3/13/2016	Active	Public	Locked	godaddy.com
BABYBOYNAMES.NET	.net	4/6/2016	Active	Public	Locked	godaddy.com
BABYBOYNAMES.ORG	.org	2/7/2016	Active	Public	Locked	godaddy.com
BABYGIRLNAME.NET	.net	4/6/2016	Active	Public	Locked	godaddy.com
BABYNAMES.NET	.net	11/20/2016	Active	Private	Locked	godaddy.com
BABYNAMESBOY.ORG	.org	11/4/2015	Active	Public	Locked	godaddy.com
BABYNAMESBOYS.ORG	.org	11/16/2015	Active	Public	Locked	godaddy.com
BABYNAMESGIRL.NET	.net	11/4/2015	Active	Public	Locked	godaddy.com
BABYNAMESGIRL.ORG	.org	11/4/2015	Active	Public	Locked	godaddy.com
BELLYBALLOT.BIZ	.biz	12/16/2015	Active	Public	Locked	godaddy.com
BELLYBALLOT.COM	.com	5/16/2016	Active	Private	Locked	godaddy.com
BELLYBALLOT.NET	.net	12/16/2015	Active	Public	Locked	godaddy.com

BELLYBALLOT.ORG	.org	12/17/2015	Active	Public	Locked	godaddy.com
BELLYBALLOTS.COM	.com	2/6/2016	Active	Public	Locked	godaddy.com
BELLYBALLOTS.NET	.net	2/6/2016	Active	Public	Locked	godaddy.com
BELLYBALLOTS.ORG	.org	2/6/2016	Active	Public	Locked	godaddy.com

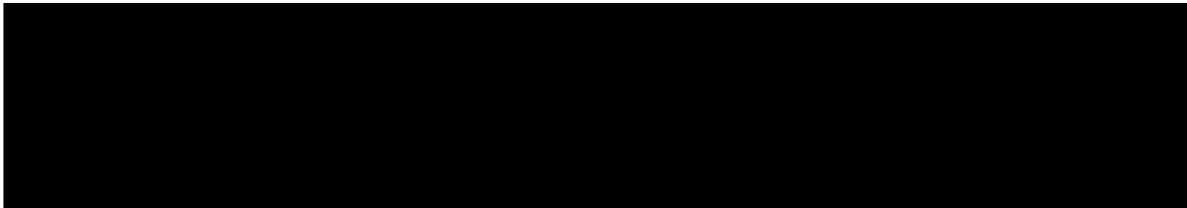
2. U.S. trademark for “Belly Ballot”, registration #4,241,595 and serial #85577490, registered on Nov 13, 2012.

3. Unregistered Trademarks:



IV. All rights to any causes of action or claims arising in connection with the MM Assets and Liabilities or the MM Business

V. The following liabilities of MM Sellers in connection with the MM Assets and Liabilities, including:



Annex C

