

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522676

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 Publishing, LLC		12/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	About, Inc.		
Street Address:	1500 Broadway, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: 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:	212-589-4201		
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: 5			
source=IACP to About Contribution Agreement 12-31-2016_Redacted#page1.tif			
source=IACP to About Contribution Agreement 12-31-2016_Redacted#page2.tif			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), entered into as of December 31, 2016, by and between IAC Publishing, LLC, a Delaware limited liability company ("IAC PUBLISHING") and About, Inc., a Delaware corporation and a wholly-owned subsidiary of IAC Publishing ("ABOUT").

WHEREAS, InkD, LLC, a Delaware Limited Liability Company ("INKD") and IAC PUBLISHING have entered into a certain distribution and assumption agreement dated December 31, 2016, pursuant to which IAC PUBLISHING received from INKD certain assets and liabilities related to the BellyBallot business including but not limited to those assets and agreements identified in Exhibit A (the "BellyBallot Assets and Liabilities"); and

WHEREAS, IAC PUBLISHING desires to contribute to ABOUT the BellyBallot Assets and Liabilities; and

WHEREAS, the Board of Managers of IAC PUBLISHING has determined that it is in the best interests of IAC PUBLISHING to contribute the BellyBallot Assets and Liabilities to the capital of ABOUT.

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

Section 1. Contribution. IAC PUBLISHING hereby conveys, transfers, assigns and delivers to ABOUT, effective as of the Effective Time (as defined below) all of IAC PUBLISHING's right, title and interest in, to and under the BellyBallot Assets and Liabilities (the "Contribution").

Section 2. Acceptance by ABOUT. ABOUT acknowledges and accepts the Contribution and the receipt of the BellyBallot Assets and Liabilities from IAC PUBLISHING, effective as of the Effective Time, and will record the Contribution on the books and records of the company.

Section 3. Assignment and Assumption of Business Agreements. IAC PUBLISHING hereby assigns all of its right, title and interest in and to all legal contracts and agreements relating to the BellyBallot business, including those agreements set forth on Exhibit A, and ABOUT hereby accepts such assignment and assumes, and agrees to perform, all of IAC PUBLISHING's obligations under such agreements.

Section 4. Effective Time. The transactions contemplated hereby shall be effective as of 12:02 a.m Eastern Time, on January 1st, 2017 (the "Effective Time").

Section 5. 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 IAC PUBLISHING and ABOUT 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.

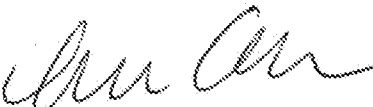
(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the law that might be applied under principles of conflicts of law.

(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.

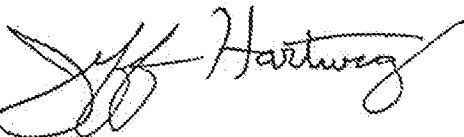
IAC PUBLISHING, LLC

By: 

Name: KEVIN COTTER

Title: SVP AND ASSISTANT TREASURER

ABOUT, INC.

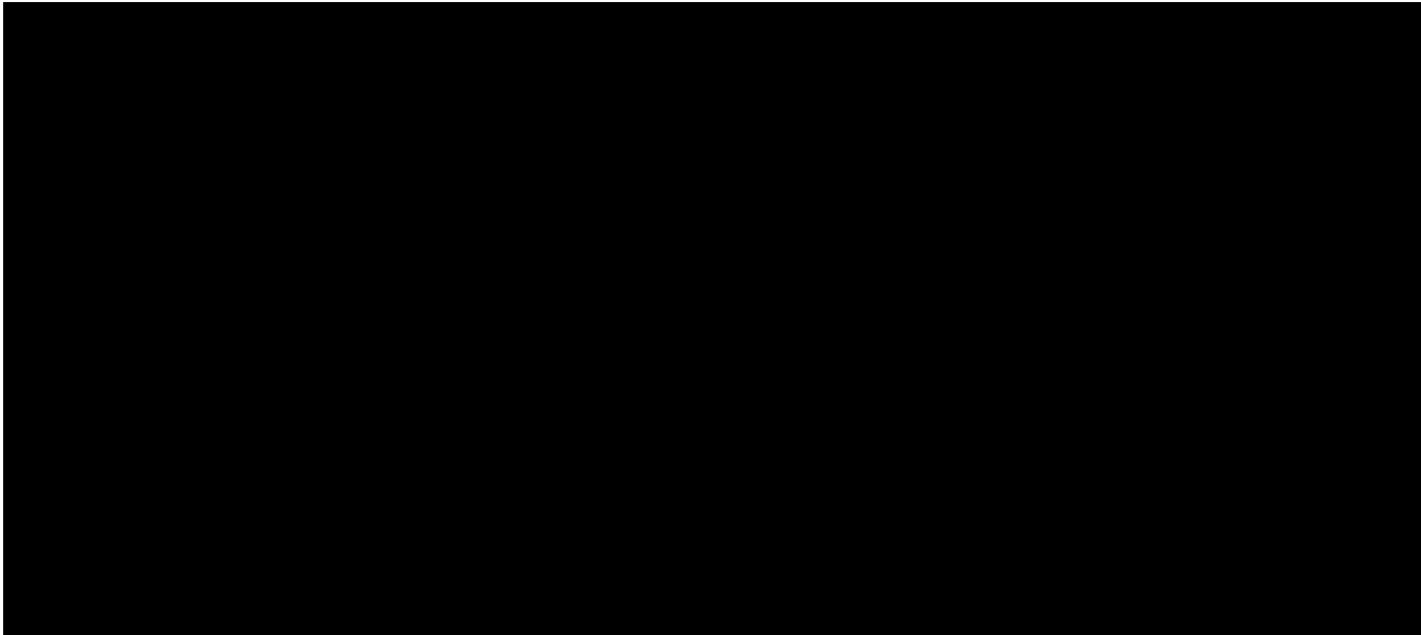
By: 

Name: Jeff Hartwig

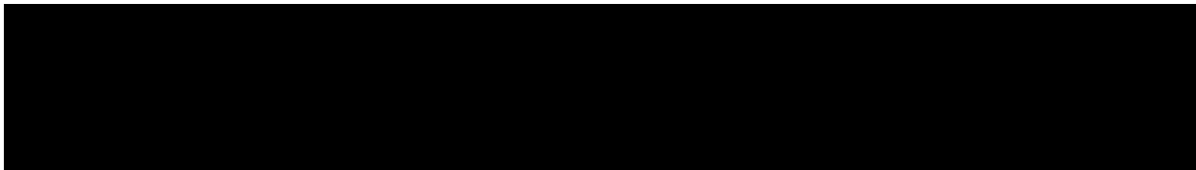
Title: U.P., Legal + Business Affairs

(Signature Page to Contribution Agreement)

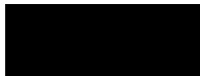
Exhibit A
BellyBallot Asset and Agreements



II. All of the INKD's right, title and interest in and to the contracts listed below:



III. All equipment, personal property and other property, tangible or intangible, including those items listed below:



IV. All the INKD's intellectual property including:

1. The below list of registered internet domains:

Domain Name	TLD	Expiration Date	Status	V.	P	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
BABYGIRLNAMES.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

TRADEMARK

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, and all goodwill associated therewith.

3. Unregistered Trademarks, and all goodwill associated therewith:

