

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Idea First Technologies, Inc.		06/28/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ziff Davis, LLC		
<b>Street Address:</b>	114 5th Avenue		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5284571	DEALSOFAMERICA	
<b>Registration Number:</b>	4133376	DEALS OF AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2125035417		
<b>Email:</b>	julianna_orgel-eaton@ziffdavis.com		
<b>Correspondent Name:</b>	Julianna Orgel-Eaton		
<b>Address Line 1:</b>	114 5th Avenue		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10011		
<b>NAME OF SUBMITTER:</b>	Alyssa Kaplun		
<b>SIGNATURE:</b>	/Alyssa Kaplun/		
<b>DATE SIGNED:</b>	07/09/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the 28<sup>th</sup> day of June, 2019 (the "Effective Date"), is by and between ZIFF DAVIS, LLC, a Delaware limited liability company ("Assignee"), and IDEA FIRST TECHNOLOGIES INC., a Massachusetts corporation ("Assignor"). All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignee has agreed to acquire all of Assignor's right, title and interest in and to Assignor's trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. Assignor hereby agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor hereby grants the attorney-of-record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Future Use of the Assigned Trademarks. After the Effective Date, Assignor agrees to make no further use of the Assigned Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Assigned Trademarks. Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks

4. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules that would cause the application of the Laws of a jurisdiction other than the State of New York.

This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile, or scanned and emailed, copies of signature pages shall have the same legal effect as signed originals. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

[SIGNATURE PAGE FOLLOWS]

**SCHEDULE I**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Registration/Application Number and Date</b>	<b>Class(es)</b>	<b>Owner</b>	<b>Status</b>
DEALSOFAMERICA	U.S.	5284571 – September 12, 2017	35	Idea First Technologies, Inc.	LIVE
DEALS OF AMERICA	U.S.	4133376 – April 24, 2012	35	Idea First Technologies, Inc.	LIVE

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers effective as of the day and year first above written.

**ASSIGNOR:**

IDEA FIRST TECHNOLOGIES INC.

By: Sanjeev Jain  
Name: Sanjeev Jain  
Title: President

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

**TRADEMARK**  
**REEL: 006689 FRAME: 0405**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers effective as of the day and year first above written.

ASSIGNEE:

ZIFF DAVIS, LLC

By:  \_\_\_\_\_  
Name: Stephen Hicks  
Title: Corporate Secretary

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT