

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642222

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900610173		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Divorce Source, Inc.		04/01/2021	Corporation: PENNSYLVANIA
3 Step Solutions, LLC		04/01/2021	Limited Liability Company: PENNSYLVANIA
Lineage Software, Inc.		04/01/2021	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	MH Sub I, LLC		
Street Address:	909 N. Pacific Coast Hwy, 11th FL		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2150278	DS DIVORCESOURCE.COM	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	notices@internetbrands.com		
Correspondent Name:	MH Sub I, LLC		
Address Line 1:	909 N. Pacific Coast Hwy, 11th FL		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Jayson Nayagam		
SIGNATURE:	/Jayson Nayagam/		
DATE SIGNED:	04/26/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is entered into and made effective as of April 1, 2021, by and among **3 STEP SOLUTIONS, LLC**, a Pennsylvania limited liability company (“3 Step Solutions”), **DIVORCE SOURCE, INC.**, a Pennsylvania corporation (“Divorce Source”), **LINEAGE SOFTWARE, INC.**, a South Carolina corporation (“Lineage”, and together with 3 Step Solutions and Divorce Source, the “Contributors”, and each individually, a “Contributor”), and **MH SUB I, LLC d/b/a Internet Brands**, a Delaware limited liability company (the “Company”, and together with Contributors, the “Parties”, and each individually, a “Party”).

A. The Parties and Theodore K. Long, III, an individual and sole owner each Contributor, are signatories to that certain Asset Purchase and Sale Agreement, dated as of April 1, 2021 (the “Purchase Agreement”).

B. The Parties are signatories to that certain Domain Name Assignment Agreement, dated as of April 7, 2021 (the “DN Assignment Agreement”).

C. Pursuant to the Purchase Agreement, the Contributors have agreed to sell, transfer, convey, and deliver to the Company, and the Company has agreed to acquire from the Contributors, certain Owned Intellectual Property (as that term is defined in the Purchase Agreement).

D. In connection with the Purchase Agreement, the Contributors and the Company have agreed to execute and deliver this IP Assignment Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing (as that term is defined in the Purchase Agreement), the Contributors irrevocably convey, transfer, and assign to the Company, and the Company accepts, all of the Contributors’ right, title, and interest in, to, and under the Owned Intellectual Property, including the transferred assets set forth on Schedule 1 hereto, other than the Assigned Domain Names (as that term is defined in the DN Assignment Agreement) (the “Assigned IP”).

2. Recording and Further Actions. The Contributors authorize the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other governmental officials to record and register this IP Assignment Agreement upon request by the Company. Each Contributor shall take such reasonable steps and actions following the date hereof as reasonably requested by the Company, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Buyer or any successor thereto.

3. Successors and Assigns. Neither this IP Assignment Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the non-assigning Parties. Subject to the

preceding sentence, this IP Assignment Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

4. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This IP Assignment Agreement may be executed and delivered (including by electronic mail with a pdf scanned attachment) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


6. Amendment and Modification. This IP Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

[The remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

COMPANY

**MH SUB I, LLC D/B/A INTERNET
BRANDS**

By: 
Name: Robert N. Brisco
Title: Chief Executive Officer

CONTRIBUTOR

3 STEP SOLUTIONS, LLC

By: _____
Name: Theodore K. Long, III
Title: Member

CONTRIBUTOR

DIVORCE SOURCE, INC.

By: _____
Name: Theodore K. Long, III
Title: President

CONTRIBUTOR

LINEAGE SOFTWARE, INC.

By: _____
Name: Theodore K. Long, III
Title: President

[Signature Page to IP Assignment Agreement]

**TRADEMARK
REEL: 007264 FRAME: 0246**

IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

COMPANY

MH SUB I, LLC D/B/A INTERNET BRANDS

By: _____
Name: Robert N. Brisco
Title: Chief Executive Officer

CONTRIBUTOR

3 STEP SOLUTIONS, LLC

By: _____
Name: Theodore K. Long, III
Title: Member

CONTRIBUTOR

DIVORCE SOURCE, INC.

By: _____
Name: Theodore K. Long, III
Title: President

CONTRIBUTOR

LINEAGE SOFTWARE, INC.

By: _____
Name: Theodore K. Long, III
Title: President

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007264 FRAME: 0247

SCHEDULE 1

TRANSFERRED ASSETS

1. DS DIVORCESOURCE.COM Mark

Registration number: 2150278
Serial Number: 751268731
Registration Date: 04/14/1998

2. The exclusive right to use the name/title "The Divorce Page", including any and all goodwill associated therewith, and any an all common law rights of trademark or copyright the former owner, Dean D. Hughson, may have possessed relative to the name/title "the Divorce Page".
3. Software License Agreement dated January 1, 2016 by and between Divorce Source, Inc. and 3 Step Solutions, LLC.
4. Sellers' content, forms, customer, client, vendor, affiliate, and other partner email databases.
5. Facebook accounts of Divorce Source, Inc. and 3 Step Solutions, LLC.
6. Twitter accounts of Divorce Source, Inc. and 3 Step Solutions, LLC.