ETAS ID: TM726840

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Multiply Media, LLC		05/04/2022	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Infospace Holdings, LLC
Street Address:	c/o System1, Inc., 4235 Redwood Ave.
City:	Marina del Rey
State/Country:	CALIFORNIA
Postal Code:	90066
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5541629	MULTIPLY
Registration Number:	5487312	X MULTIPLY

### **CORRESPONDENCE DATA**

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com **Correspondent Name:** LATHAM & WATKINS LLP Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	056474-0021
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/10/2022

## **Total Attachments: 7**

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> **TRADEMARK** REEL: 007717 FRAME: 0347

900693374

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), dated as of May 4, 2022, is by and between Infospace Holdings, LLC, a Delaware limited liability company ("<u>Assignee</u>") and Answers LLC, a Delaware limited liability company and successor-in-interest to Answers Corporation and Multiply Media, LLC, a Delaware limited liability company (each, an "<u>Assignor</u>" and collectively, the "<u>Assignors</u>"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

### **RECITALS**

- A. Assignors are the owners of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); and
- B. Assignors, Assignee, and certain other parties have entered into that certain Asset Purchase Agreement, dated as of May 4, 2022 (the "<u>Purchase Agreement</u>"), pursuant to which Assignors and the other seller parties thereto have agreed to sell, convey, transfer, assign, and deliver to Assignee certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

#### ASSIGNMENT

- 1. <u>Definitions</u>. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed thereto in the Purchase Agreement.
- Assignment. Each Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all of such Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of the Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational

authorities, to record Assignee as the assignee of all of such Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

- 3. <u>Further Assurances</u>. Each Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignee's own expense, to effect the terms of this Trademark Assignment.
- 4. <u>Terms of the Purchase Agreement</u>. Assignors and Assignee acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.
- 5. <u>Governing Law</u>. This Trademark Assignment (and any claim or controversy arising out of or relating to this Trademark Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.
- 6. <u>Titles</u>. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Trademark Assignment.
- 7. <u>Execution and Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Trademark Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Trademark Assignment to the other party.
- 8. <u>Entire Agreement</u>. This Trademark Assignment, together with the Purchase Agreement, constitute the entire agreement and understanding of the parties hereto concerning the subject matter hereof, and supersede all other prior covenants, agreements (including letters of intent), undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by any party hereto or by any director, officer, manager, employee, agent, Affiliate or Representative of any party hereto. The provisions of this Trademark Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

# **ASSIGNORS:**

ANSWERS LLC	
By: Benjamin McCoy  Name: Benjamin McCoy  Title: CFO	
MULTIPLY MEDIA, LLC	
By: Benjamin McCoy  Name: Benjamin McCoy  Title: CFO	
ASSIGNEE: INFOSPACE HOLDINGS, LLC	

Name: Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

## **ASSIGNORS:**

## ANSWERS LLC

By:			
Name:			
Title:			
MULTIPLY	MEDIA.	LLC	
	,		
By:			
Name:			
Title			

## ASSIGNEE:

# INFOSPACE HOLDINGS, LLC

	DocuSigned by:	
Bv:	Michael Blend	
	Name: Michael Blend	***************************************
,	Title: Manager	

**Exhibit A**Trademarks

A Burst Logo	A Burst Logo	A Burst Logo	A Burst Logo	A Burst Logo	1)	Trademark
Answers LLC	Answers LLC	Answers LLC	Answers LLC	Answers LLC	Answers LLC	Owner
European Union (Community)	Canada	Int'l Registration - Madrid Protocol Only	United States of America	United States of America	United States of America	Country
Opposed	Pending	Registered	Registered	Registered	Registered	Status
1588672	1588672	1588672	88/922,932	88/922,928	85/129,124	Application No.
11/18/20	11/18/20	11/18/20	05/19/20	05/19/20	09/14/10	Filing Date
		1588672	6,383,899	6,672,930	4,234,509	Registration No.
		11/18/20	06/15/21	03/15/22	10/30/12	Registration Date

01/06/10			111100001110011	D	I Inited Vinedom	AnguareTIC	WITTANISWITDS
01/09/10	007579841	02/04/09	007579841	Registered	European Union (Community)	Answers LLC	WIKIANSWERS
08/14/18	5,541,629	09/20/16	87/176,556	Registered	United States of America	Multiply Media, LLC	MULTIPLY
		07/22/21	90/843,076	Pending	United States of America	Answers LLC	ANSWERS+
		07/22/21	90/843,067	Pending	United States of America	Answers LLC	ANSWERS+
		07/22/21	90/842,695	Pending	United States of America	Answers LLC	ANSWERS+
03/25/08	UK00904795712	12/21/05	UK00904795712	Registered	United Kingdom (international filing off base filing in Israel)	Answers LLC	ANSWERS.COM
08/06/08	192455	08/02/06	192455	Registered	Israel	Answers LLC	ANSWERS.COM
03/25/08	004795712	12/21/05	004795712	Registered	European Union (Community)	Answers LLC	ANSWERS.COM
10/12/10	3,862,166	02/02/06	78/805,868	Registered	United States of America	Answers LLC	ANSWERS.COM
		11/18/20	UK00003703988	Published	United Kingdom (Brexit project mark)	Answers LLC	ANSWERS
		11/18/20	1601534	Pending	European Union (Community)	Answers LLC	ANSWERS
		11/18/20	1601534	Pending	Canada	Answers LLC	ANSWERS
11/18/20	1601534	11/18/20	1601534	Registered	Int'l Registration - Madrid Protocol Only	Answers LLC	ANSWERS
11/09/21	6,550,134	05/19/20	88/922,926	Registered	United States of America	Answers LLC	ANSWERS
		05/19/20	88/922,917	Allowed	United States of America	Answers LLC	ANSWERS
		11/18/20	UK00003704031	Published	United Kingdom (Brexit project mark)	Answers LLC	A Burst Logo
Registration Date	Registration No.	Filing Date	Application No.	Status	Country	Owner	Trademark

**RECORDED: 05/10/2022** 

Multiply Medi	(Stylized)	XMULTIPLY	Trademark Owner
ha, United States of America			Country
Registered			Status
87/176,548			Application No.
09/20/16			Filing Date
5,487,312			iling Date Registration No. Registration Da
06/05/18			Registration Date