

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Squid Labs, LLC		05/25/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Instructables, Inc.		
Street Address:	82 Second Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3208516	INSTRUCTABLES	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	49910-10010		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

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 REEL: 004524 FRAME: 0811**

Date:

04/19/2011

Total Attachments: 5

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Exhibit A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Agreement**") is made and entered into as of May 25, 2006 by and between **SQUID LABS, LLC**, a California limited liability company ("**Parent**") and **INSTRUCTABLES, INC.**, a Delaware corporation ("**Subsidiary**").

WHEREAS, Parent and Subsidiary are parties to a Contribution Agreement (the "**Contribution Agreement**") of even date herewith.

WHEREAS, as consideration for the Stock (as defined in the Contribution Agreement) sold by Subsidiary to Parent pursuant to the Contribution Agreement, Parent has agreed to assign to Subsidiary certain property of Parent.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Parent hereby conveys, assigns and transfers to Subsidiary the Instructables Property and all Intellectual Property Rights of Parent relating to the Instructables Property (the "**Contributed Property**"). Without limiting the generality of the foregoing, the Contributed Property shall include:

- a. All of Parent's rights to the name "Instructables" and all variations thereof, and all goodwill associated;
- b. All internet domain names and other website assets of Parent (including without limitation all rights to the domain name www.instructables.com); and
- c. All software code developed by Parent or its members for the Instructables Business (as such term is defined in the Contribution Agreement) in any form, including source code and executable or object code and including all prior or beta versions, and all Intellectual Property Rights of Parent therein.

Parent agrees that any and all Instructables Property or Intellectual Property Rights relating to Instructables Property developed by the Executives (as defined in the Contribution Agreement) after the date hereof shall be the sole and exclusive property of Subsidiary.

2. **Definitions.** As used in this Agreement and the Contribution Agreement, the following terms shall have the following meanings:

- a. "**Instructables Property**" means each of the following (a) that is useful or potentially useful in the development, production, sale, or distribution of products and related services in the area of the online documentation and sharing of how-to projects by users, and (b) that Parent, prior to the date hereof, has developed, assembled, reduced to practice or (in the case of works of authorship) fixed in a tangible medium of expression, or that, prior to the date hereof, has been conveyed, assigned or transferred to Parent: algorithms, apparatus, devices, business plans, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, inventions (whether or not patentable), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, samples, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code),

specifications, subroutines, techniques, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

b. **"Intellectual Property Rights"** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this definition.

3. **Further Assurances.** Parent agrees to promptly execute such documents, testify and take such other acts at Subsidiary's expense as Subsidiary may reasonably request from time to time in order to obtain, in Subsidiary's name, Intellectual Property Rights related to any of the Contributed Property, and to transfer, effect, confirm, perfect, and enforce all right, title and interest transferred hereunder. Parent hereby irrevocably designates and appoints Subsidiary and its duly authorized officers and agents as Parent's agent and attorney-in-fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance or enforcement of the Intellectual Property Rights with the same legal force and effect as if Parent had executed them itself.

4. **Materials; Assistance.** Parent agrees to deliver to Subsidiary any and all tangible manifestations of the Contributed Property, including without limitation all notes, records and files in its possession or under its control relating to the Contributed Property. Such delivery shall include all present and predecessor versions. In addition, Parent agrees to provide to Subsidiary, after the execution hereof and at the expense of Parent (to the extent not provided in connection with any employment of Parent's members by Subsidiary or any other agreement between Parent and Subsidiary), competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to the Contributed Property.

5. **Ownership Representations.** Parent represents and warrants to Subsidiary as follows:

a. Parent is the sole owner of the Contributed Property and has full and exclusive right to assign the rights assigned herein; and all of the Contributed Property is free and clear of all claims, liens and encumbrances of any nature whatsoever.

b. Except for certain correspondence from the purported owners of the "Inventables" mark (which correspondence has been disclosed in writing to Subsidiary), no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any Intellectual Property Right has been made or is pending against Parent or, to the knowledge of Parent, any person or entity from which Parent has obtained any such rights relative to the Contributed Property. Parent agrees to promptly inform Subsidiary of any such claim arising in the future with respect to the Contributed Property.

c. The execution, delivery and performance of this Agreement does not conflict with, constitute a breach of or violate any arrangement, understanding or agreement to which Parent is a party or by which Parent is bound.

6. **Proprietary Information.** Any and all restrictions on use and disclosure of proprietary information of Subsidiary as are contained in any non-disclosure, confidentiality, proprietary information

or similar agreement or terms to which Parent is or becomes a party or similarly bound shall apply to all of the Contributed Property and related information.

7. **Miscellaneous.**

a. **Survival.** Except as otherwise provided herein, the representations, warranties, covenants and agreements made in or pursuant to this Agreement shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby, and shall not be affected by any investigation made by or on behalf of any party hereto.

b. **Specific Performance.** The parties agree that money damages are inadequate to compensate Subsidiary for Parent's failure to effectively transfer the Contributed Property to Subsidiary in accordance with the terms hereof and that Subsidiary shall be entitled to specific enforcement of its rights to acquire the Contributed Property hereunder. Parent waives any claim or defense that there is an adequate remedy at law for breach of such rights.

c. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of California, without regard to choice of law provisions.

d. **Jurisdiction and Venue.** In any legal proceeding arising out of or related to this Agreement, each party consents to the jurisdiction of, and venue in, the state and federal courts of the jurisdiction in which Subsidiary's principal executive office is located.

e. **Waiver of Jury Trial.** Each party irrevocably waives, to the fullest extent permitted by law, any right to trial by jury in any legal proceeding arising out of or related to this Agreement.

f. **Attorneys' Fees.** In any legal proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and out-of-pocket costs, in addition to any other relief to which such party may be entitled.

g. **Entire Agreement.** This Agreement, together with that certain Contribution Agreement of even date herewith between Parent and Subsidiary and any documents delivered pursuant hereto or thereto, constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements between the parties with respect thereto.

h. **Severability.** If any provision hereof is held unenforceable in any respect, such provision shall be invalid only to the extent of such unenforceability, without invalidating the remainder of such provision or any other provision of this Agreement.

i. **No Implied Waiver.** No failure to exercise, delay in exercising or partial exercise of any right or remedy hereunder shall operate as a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall operate as a waiver of any other provision (whether or not similar), nor shall it operate as a continuing waiver, unless so provided in writing by the waiving party.

j. **Remedies Cumulative.** All remedies afforded to any party hereto, either under this Agreement or by law or otherwise, shall be cumulative and not alternative.

k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Facsimile signatures hereto shall be valid.

l. **Headings.** The headings used in this Agreement are for convenience only and are not to be considered in construing this Agreement.

m. **Amendment; Waiver.** This Agreement may be modified, amended or terminated, and any provision hereof waived, either generally or in a particular instance and either retroactively or prospectively, only by the written consent of each of the parties hereto.

n. **Assignment.** Neither party may voluntarily or by operation of law assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

o. **Successors and Assigns.** Except as otherwise provided herein, the terms and conditions of this Agreement, and any consents or stipulations hereunder, shall inure to the benefit of and be binding upon the respective successors and assigns of each party.

p. **Third Party Beneficiaries.** Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities.

q. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile if sent during the normal business hours of the recipient, or if not, then on the next business day, (iii) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the party to be notified at such party's address as set forth on the signature page hereof or at such other address as such party may designate by 10 days advance written notice.

r. **Further Assurances.** Each party agrees to execute and deliver such other documents and to take such other actions as may reasonably be necessary to give full effect to the purposes of this Agreement and the terms and conditions hereof..

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IN WITNESS WHEREOF, the parties have executed this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT as of the date first written above.

PARENT:

SQUID LABS, LLC

By: [Signature]

Name: ERIC J. WILHELM

Its: PARTNER

Address: 1467 Park Ave
Emeryville, CA 94608

Fax: 510 868 8414

SUBSIDIARY:

INSTRUCTABLES, INC.

By: [Signature]

Name: ERIC J. WILHELM

Its: CEO

Address: 1467 Park Ave
Emeryville, CA 94608

Fax: 510 868 8414

SIGNATURE PAGE