

**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
Lori Leibovich		09/01/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	AOL Inc.		
Street Address:	22000 AOL Way		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85232681	INDIEBRIDE	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
Phone:	202-857-8977		
Email:	bush.douglas@arentfox.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	019428.00796		
NAME OF SUBMITTER:	Douglas R. Bush		
Signature:	/D. R. Bush/		
Date:	11/02/2011		
Total Attachments: 3 source=INDIEBRIDE assignment#page1.tif source=INDIEBRIDE assignment#page2.tif source=INDIEBRIDE assignment#page3.tif			

**OP \$40.00 85232681**

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 1st day of September, 2011 (the "Effective Date"), by Lori Leibovich, an individual residing at 420 12th Street, Apt F1L, Brooklyn, New York 11215 ("Assignor"), for the benefit of AOL Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).


WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Seller of the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Agreement, Assignor agrees as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the Marks (as hereinafter defined), including, without limitation, the right to transfer and renew any applications or registrations included as part of the Marks and the right to apply for trademark registrations within and/or outside the United States based in whole or in part upon the Marks and any priority rights that may arise from the Marks, together with the goodwill of the business connected with and symbolized by the Marks and the right in respect of the Marks to institute, pursue and compromise any and all claims, demands, actions, causes of actions and choses in action no matter when the same arose or arises.
2. As used in this Assignment, "Marks" shall mean all of the trademarks, service marks, trade names and logos identified on Schedule A annexed hereto and made a part hereof.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.
4. This Assignment is executed and delivered pursuant to the Agreement.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.


ASSIGNOR:

  
Name: Lori Leibovich

ACKNOWLEDGMENT

STATE OF New York ) lic#: 0WTD6236904 Exp - 2/28/15  
                                  ) ss.: 043660940  
COUNTY OF New York )

On 9/1/11 before me, Amy Johnson, personally appeared Lori Leibovich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.  
WITNESS my hand and official seal.

Signature  (Seal)

Capacity Claimed by Signer -

Individual  
Corporate Officer(s)

