

## 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
Idealab		10/24/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UberMedia, Inc.		
Street Address:	130 West Union Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3882564	CHIME IN	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-268-6810		
Email:	kfraser@mofa.com		
Correspondent Name:	Rosemary Tarlton, Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	69938-6000000		
NAME OF SUBMITTER:	Rosemary S. Tarlton		
Signature:	/Rosemary S. Tarlton/		
Date:	06/20/2012		

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**Total Attachments: 4**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (the “**Agreement**”), dated October 24, 2011, effective on OCT. 24, 2011 (the “**Effective Date**”), is entered into by and between and Idealab, a California corporation with an address of 130 West Union Street, Pasadena, CA 91103 (“**Idealab**”), and UberMedia, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 (“**UberMedia**”).

WHEREAS, UberMedia desires to acquire from Idealab all rights, interest, and title in and to trademarks and other assets and associated good will described in the Trademark Assignment attached hereto as Exhibit A (collectively, the “**Assigned Materials**”); and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Idealab and UberMedia covenant and agree as follows:

### 1. ASSIGNMENT.

Idealab shall assign the Assigned Materials according to the terms set forth in Exhibit A to UberMedia.

### 2. PAYMENT.

UberMedia shall pay Idealab \$25,000 within five business days of the Effective Date.

### 3. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (i) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (ii) this Agreement has been executed by its duly authorized representative; and (iii) it will execute and deliver all necessary documents and take any other actions necessary to carry out the delivery and performance as contemplated herein.

### 4. GENERAL.

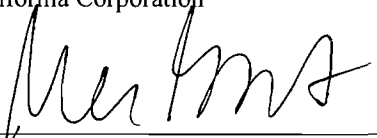
- 4.1 Assignment. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 4.2 Choice of Law. This Agreement shall be construed in accordance with the laws of the state of California, excluding its conflict of law rules.
- 4.3 Arbitration. Any dispute under this agreement shall be resolved by arbitration conducted by a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall take place in the County of Los Angeles in the State of California. Judgment on the award rendered may be entered in any court of competent jurisdiction. Unless otherwise ordered by the arbitrator, the parties shall bear their respective costs incurred in connection with any arbitration hereunder. Such award shall be the exclusive remedy to the parties. Notwithstanding anything to the contrary in this provision, each party shall still be entitled to access any court of competent jurisdiction to obtain appropriate injunctive relief.
- 4.4 Notice. Any notice to be given hereunder by either party to the other shall be given by personal delivery to an authorized representative or by overnight express carrier with delivery receipt tracking (e.g., Federal Express, UPS, etc.). Mailed notices shall be addressed to the parties at the addresses appearing in the first paragraph of this Agreement. Either party may change its notification address by written notice in accordance with this paragraph. All notices will be deemed communicated as of the actual receipt, as verified by the delivery carrier.
- 4.5 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 4.6 Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior,

concurrent or subsequent breach and no waiver will be effective unless made in writing.

- 4.7 Limitation. Any duties and obligations imposed by this Agreement, and rights and remedies available hereunder, shall be in addition to and not a limitation of duties, obligations, or rights and remedies otherwise imposed or available by law.
- 4.8 Precedence. In the event that any term or provision contained in an Exhibit attached hereto contradicts a term or provision contained in the body of this Agreement, the term or provision contained in the Exhibit shall be deemed to supersede the term or provision contained herein (for purposes of such Exhibit).
- 4.9 Miscellaneous. Headings used in this Agreement are for convenience only and shall have no legal effect in its interpretation. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**IDEALAB**  
a California Corporation

By:   
\_\_\_\_\_  
Marcia Goodstein

**UBERMEDIA**  
a Delaware corporation

By:   
\_\_\_\_\_  
Jon Kraft

**EXHIBIT A**  
**TRADEMARK ASSIGNMENT**

WHEREAS, IDEALAB (“Idealab”), a California Corporation, with a principal place of business at 130 W. Union Street, Pasadena, CA 91103, USA owns the mark CHIME IN (hereinafter “the Mark”) in connection with “providing on-line chat rooms and electronic bulletin boards for transmission of messages among computer users, including consumers, businesses, organizations, administrators, advertisers, and others of all ages, consisting of ad hoc conversations centered around a particular geographic location”(the “Services”);

WHEREAS, IDEALAB owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the Services, Registration No. 3882564 registered on November 30, 2010 (“Registration”); and

WHEREAS, UBERMEDIA, INC. (“UberMedia”), a Delaware Corporation, with a principal place of business at 130 W. Union Street, Pasadena, CA 91103, USA, desires to acquire all right, title and interest in and to the Mark, associated good will and the Registration;

WHEREAS, the Parties have entered into that certain Assignment Agreement regarding transfer of the CHIME IN Mark and Registration, dated 10/24/2011 (“Assignment Agreement”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

(1) Upon execution of the Assignment Agreement by both parties, UberMedia shall deliver to Idealab the consideration set forth in the Assignment Agreement in full payment and consideration for this assignment;

(2) Upon execution of this Agreement by both parties and consummation of the transaction contemplated herein, Idealab shall have transferred its entire right, title and interest in the Mark, Registration, and good will associated with the Mark and Registration to UberMedia and UberMedia shall be in all respects the owner of the Mark and Registration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Idealab hereby sells, assigns, transfers and conveys unto UberMedia all right, title and interest in and to the Mark, the Registration, any other applications or registrations for the Mark, the right to pursue legal actions for past infringement of the Mark and related damages, and the goodwill associated with the Mark and all registrations thereof.

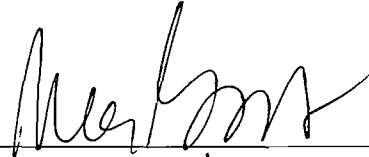
IDEALAB

By:

Name:

Title:

Dated:

  
\_\_\_\_\_  
Marcia Goodstein  
\_\_\_\_\_  
President  
\_\_\_\_\_  
October 24, 2011  
\_\_\_\_\_


UBERMEDIA, INC.

By:

Name:

Title:

Dated:

  
\_\_\_\_\_  
Zach Kraft  
\_\_\_\_\_  
COO  
\_\_\_\_\_  
October 24, 2011  
\_\_\_\_\_