

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
Hipster, Inc.		07/09/2012	CORPORATION: DELAWARE
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:	85321680	HIPSTER	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-857-8977		
Email:	bush.douglas@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	Arent Fox LLP 1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	HIPSTER		
NAME OF SUBMITTER:	Douglas R. Bush		
Signature:	/Douglas R. Bush/		
Date:	08/10/2012		

OP \$40.00 85321680

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 9th day of July, 2012 (the "Effective Date"), by Hipster, Inc., a Delaware corporation ("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).

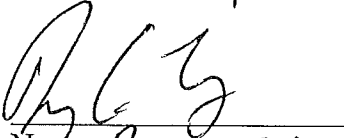
WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Seller of the Acquired Assets.

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) and the applications therefor, including, without limitation, the right to transfer and renew any 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 portion of the business to which the Marks pertain, said business being ongoing and existing, 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: *Kipster Inc.*



Name: *Douglas C. Lujan*
Title: *CEO, Chairman, President, Secretary*

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On *see attached* before me, _____, personally appeared _____, 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) _____

State of California
County of Santa Clara

On July 6, 2012, before me, Rachel Taylor, Notary Public, personally appeared

Douglas C. Ludlow
who 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 the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rachel Taylor
Signature of Notary Public



Schedule "A"

The Marks.

1. The trademarks, service marks, logos and trade names for Hipster, including, without limitation, trademark application number 85/321680