

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IAC/InterActiveCorp		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	IAC Holdings, Inc.		
Street Address:	555 West 18th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3917412		
Registration Number:	3917411		
Registration Number:	3917413		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	046786-0016		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/JCE/		
DATE SIGNED:	07/08/2020		
Total Attachments: 3			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this “Trademark Assignment”), dated and effective as of June 30, 2020 (the “Effective Date”), is entered into by and between **IAC/InterActiveCorp**, a Delaware corporation with an address at 555 West 18th Street New York, NY 10011 (“Assignor”), and **IAC Holdings, Inc.**, a Delaware corporation with an address at 555 West 18th Street New York, NY 10011 (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Assumption Agreement dated as of June 30, 2020; and

WHEREAS, pursuant to the terms of the Contribution and Assumption Agreement, Assignor assigned, transferred, conveyed, and delivered to Assignee, and Assignee acquired and accepted from Assignor, all of Assignor’s right, title, and interest in, to and under all of the Transferred Intellectual Property, including all of the trademarks and corresponding registrations set forth on Schedule A to this Trademark Assignment (the “Assigned Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree as follows:

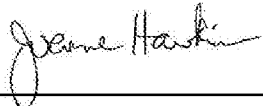
1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Contribution and Assumption Agreement.
2. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and does hereby assign, transfer, convey and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with any of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.
3. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein.
4. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature Page Follows]

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

ASSIGNOR:

IAC/InterActiveCorp

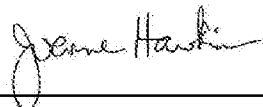
By: 

Name: Joanne Hawkins

Title: Sr. VP, Deputy General Counsel
and Assistant Secretary

ASSIGNEE:

IAC Holdings, Inc.

By: 

Name: Joanne Hawkins

Title: Sr. VP, Deputy General Counsel
and Assistant Secretary

Schedule A

Registered Trademarks:

	<u>Trademark</u>	<u>Registration No.</u>
1.	Building Design	3917412
2.	Building Design	3917411
3.	Building Design	3917413