Form PTO-1595 (Rev. 03-11) OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

| RECORDATION FORM COVER SHEET PATENTS ONLY | | | | | |
|--|--|--|--|--|--|
| To the Director of the U.S. Patent and Trademark Office: Please r | | | | | |
| 1. Name of conveying party(ies) | 2. Name and address of receiving party(ies) | | | | |
| UPTAKE NETWORKS, INC. | Name: GROUPON, INC. | | | | |
| Additional name(s) of conveying party(ies) attached? Yes No | Address: 600 W. Chicago Ave., Suite 620 Chicago, IL 60654 | | | | |
| 3. Nature of conveyance/Execution Date(s): | Name: | | | | |
| Execution Date(s) February 23, 2012 | Address: | | | | |
| Assignment Merger | , maconomi | | | | |
| Security Agreement Change of Name | | | | | |
| Joint Research Agreement | | | | | |
| Government Interest Assignment | | | | | |
| Executive Order 9424, Confirmatory License | | | | | |
| Other | Additional name(s) & address(es) attached? Yes No | | | | |
| 4. Application or patent number(s): A. Patent Application No.(s) 12/119465 | document is being filed together with a new application. B. Patent No.(s) | | | | |
| Additional numbers attac | | | | | |
| 5. Name and address to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: 1 | | | | |
| PATENT GROUP | | | | | |
| Name: DLA PIPER LLP (US) | 7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00 | | | | |
| Address: 203 N. LaSalle St., Suite 1900 | Authorized to be charged to deposit account | | | | |
| | Enclosed | | | | |
| | None required (government interest not affecting title) | | | | |
| Cit Chianna | 8. Payment Information | | | | |
| City: Chicago State: Illinois Zip: 60601 | | | | | |
| State: Illinois Zip: 60601 Phone Number: (312) 368-4000 | | | | | |
| Fax Number: (312) 236-7516 | b. Deposit Account Number 18-2284 | | | | |
| Email Address: patentschgo@diapiper.com | Authorized User Name Jennifer E. Lacroix | | | | |
| 10,11 | March 15, 2012 | | | | |
| 9. Signature: Signature | Date | | | | |
| Jennifer E. Lacroix, Reg. No. 46,852 | Total number of pages including cover sheet, attachments, and document: | | | | |
| Name of Person Signing | sneet, attachments, and document. | | | | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to:



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is entered into by and between **Groupon**, Inc., a Delaware corporation (the "Purchaser" or "Assignee"), and Uptake Networks, Inc., a Delaware corporation (the "Seller" or "Assignor").

RECITALS

- A. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated February 27, 2012 (the "Merger Agreement"), Groupon Uptake, Inc., a Delaware corporation and a wholly-owned subsidiary of the Purchaser, is merging with and into the Seller (the "Merger");
- B. WHEREAS, as a result of the Merger, the Seller will be a wholly-owned subsidiary of Purchaser;
- C. WHEREAS, after the Merger, Seller desires to assign to Purchaser all of Seller's right, title and interest in, to or under any and all intellectual property, whether registered or unregistered, including but not limited to all of the intellectual property listed in <u>Schedule A</u>, attached hereto (collectively, the "<u>Intellectual Property Assets</u>"); and
- D. WHEREAS, Purchaser desires to obtain all of Seller's right, tîtle and interest in, to or under any and all Intellectual Property Assets;

NOW, THEREFORE, the parties hereby agree as follows:

Assignment. For good and valuable consideration, the receipt and 1. sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

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PATENT REEL: 027884 FRAME: 0319

- 2. <u>Assignor Covenant</u>. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.
- 3. <u>Authorization</u>. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 4. <u>Acceptance of Assignment</u>. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.
- 5. <u>Further Assurances</u>. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

Hataka Natworks Inc

| | opiano Homos nos anos |
|---|-----------------------------------|
| | By: |
| | Name: Jaien Han when |
| | Title: SVP |
| | Date: 2/23//2 |
| STATE OF \) | |
| COUNTY OF (OOK) | |
| | ne this 23 day of February, 2012. |
| | |
| | Notary Public |
| "OFFICIAL SEAL" | My Commission Expires: |
| Rebecca Silvers Rebecca Silvers lotary Public, State of Himois Commission Expires 8/16/2015 | S()) () |
| Chialanani | 0(16/1) |
| | |

Page 2 of 5

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IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

Groupon, Inc.

Name: 1350 Harristo

Title: 5 v/

STATE OF () SS.

Subscribed and sworn to before me this 23 day of Floring

__, 2012

Notary Public

"OFFICIAL SEAL"
Rebecca Silvers
Notary Public, State of Illnois
by Commission Expires 8/18/2015

My Commission Expires:

8/16/15

Schedule A

Table 1: TRADEMARKS

| Trademark | Jurisdiction | Status | Reg. No. | Reg. Date | Owner Name |
|---|------------------------|--------------|-----------|----------------------|-----------------------------|
| UPTAKE | Community Trademark | Registered | 7212277 | April 29, 2009 | UpTake Networks, Inc. |
| UPTAKE | Australia | Registered | 1260539 | September 1, 2008 | UpTake Networks, Inc. |
| UPTAKE | Canada | Registered | TMA754202 | November 30, 2009 | UpTake Networks, Inc. |
| UPTAKE | Japan | Registered | 5226222 | | UpTake Networks, Inc. |
| UPTAKE | U.S. | Registered | 3740575 | January 19, 2010 | UpTake Networks, Inc. |
| Uptake (word & design) | | Unregistered | | | UpTake Networks, Inc. |
| TRAVEL LIKE YOU'VE BEEN THERE BEFORE. | | Unregistered | | | UpTake Networks, Inc. |
| ASK FRIENDS WHO KNOW | | Unregistered | | | UpTake Networks, Inc. |

Table 2: DOMAIN NAMES

| Domain Name |
|------------------------|
| threeall.com |
| uptake.com |
| uptakes.com |
| uptake.mobi |
| uptake.name |
| uptake.us |
| kango.com |
| up-take.com |
| up-takes.com |
| uptake-inc.com |
| uptakenetwork.com |
| uptakenetworks.com |
| uptakenetworks-inc.com |

Table 3: PATENT ASSETS

| Application Serial No. (Pub. No.) | Jurisdiction | Status | Filing Date | Owner Name |
|--------------------------------------|--------------|----------------------------|-----------------|-----------------------------|
| 12/119465 (2009/0282019) | U.S. | Pending | May 12, 2008 | UpTake Networks, Inc. |
| PCT/US2009/043658 (WO/2009140296) | PCT | Entered Nationalization | May 12, 2009 | UpTake Networks, Inc. |

RECORDED: 03/15/2012