

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Groupon Ludic, Inc.	10/12/2011
RECEIVING PARTY DATA	
Name:	Groupon, Inc.
Street Address:	600 West Chicago Avenue
Internal Address:	Suite 620
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12169599
Application Number:	12169601
CORRESPONDENCE DATA	
Fax Number:	7044441111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7044441000
Email:	patent-mail@alston.com
Correspondent Name:	Alston & Bird LLP
Address Line 1:	101 S. Tryon Street, Suite 4000
Address Line 2:	Bank of America Plaza
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	058407/426810
NAME OF SUBMITTER:	Brian C. Ellsworth
Total Attachments: 9 source=ASSIGNMENT_Groupon Ludic to Groupon#page1.tif	

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GROUPON LUDIC, INC.
GROUPON, INC.

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement ("*Agreement*") is entered into effective as of May 5, 2011 (the "*Effective Date*") by and between Groupon Ludic, Inc., a company organized under the laws of the State of Delaware ("*Transferor*"), and Groupon, Inc., a company organized under the laws of the State of Delaware ("*Groupon*"). Transferor and Groupon are referred to collectively as the "*Parties*" and individually as a "*Party*".

RECITALS

- A. Transferor is a direct or indirect subsidiary of Groupon.
- B. Transferor desires to sell, transfer and assign to Groupon, and Groupon wishes to purchase, acquire and assume from Transferor, all Transferor Technology (as defined below) on the terms and conditions of this Agreement.

NOW, THEREFORE, Transferor and Groupon hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

(a) "*Transferor Technology*" shall mean all Technology that is legally or beneficially owned by Transferor as of the Effective Date.

(c) "*Technology*" shall mean inventions, discoveries, know-how and technology that is protectable by patents, copyrights, trade secrets or other intellectual property rights, including without limitation algorithms, data mining software, user interface platforms, billing and collections technology, and other technology tools, any and all in-process research and development related to the foregoing.

2. **Sale, Transfer and Assignment.**

2.1 **Sale and Transfer of Transferor Technology.** Subject to the terms of this Agreement, and to the extent of its legal right to do so, Transferor hereby sells, transfers and assigns to Groupon, and Groupon hereby purchases, receives and accepts from Transferor, all right, title and interest in and to the Transferor Technology.

2.2 **No Liabilities.** No liabilities, debts, guarantees, assurances, commitments or obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, of Transferor are transferred or assigned to Groupon or are assumed by Groupon pursuant to this Agreement.

3. Consideration.

[REDACTED]

[REDACTED]

[REDACTED]

4. Representations and Warranties.

[REDACTED]

4.2 Regarding Authority. Transferor and Groupon each hereby represents and warrants to the other that (a) it has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder, and (b) this Agreement constitutes its legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

5. Further Assurances.

5.1 Further Assurances. Transferor and Groupon each hereby covenants and agrees, at any time and from time to time, upon request by the other, to promptly take all such actions and execute and deliver any and all such further instruments, documents, assignments,

conveyances and agreements as may be reasonably requested to ensure a Party's obtaining the full benefit and effect of this Agreement. Without limiting the foregoing, Transferor hereby covenants and agrees to cooperate with Groupon or its assignee, at its or its assignee's expense, to perform all acts deemed necessary or appropriate by Groupon to permit and assist Groupon or its assignee in evidencing, perfecting, obtaining, maintaining, defending and enforcing its rights in and to the Transferor Technology and any derivative works thereof, including without limitation to file registrations with respect thereto and to bring or defend any claim or action relating to the Transferor Technology. Such acts may include, but are not limited to, joining any such lawsuit or legal proceeding, executing documents and providing assistance or cooperation in legal proceedings. Transferor shall render to Groupon all reasonable assistance in connection with any matter pertaining to the protection of Transferor Technology, whether in the courts, administrative agencies or otherwise, including with respect to any registrations or filings. Transferor hereby irrevocably designates and appoints the duly authorized officers and directors of Groupon and/or its assignee(s) as Transferor's attorneys-in-fact to act for and on Transferor's behalf to execute and file any documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by or undertaken by Transferor.

5.2 Non-Assignable Assets. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute a sale or transfer of any Transferor Technology or related right if an attempted sale, transfer or assignment thereof would constitute a breach or other contravention of any agreement with any third party, or violate any applicable law, rule, regulation, or order of any court, legislative body or governmental agency, or in any way adversely affect the rights of Groupon with respect to such Transferor Technology or right. If an attempted sale or transfer of any Transferor Technology or right would be ineffective or would adversely affect the rights of Groupon such that it would not in fact receive all such Transferor Technology and related rights, then Transferor instead will hold any such Transferor Technology in trust for Groupon and shall cooperate to provide Groupon with the legal, economic and commercial benefits of such Transferor Technology or right. Transferor, at Groupon's expense, will enforce for the benefit of Groupon any rights of Transferor against a third party with respect to any such non-assignable or non-transferable Transferor Technology.

7. General Provisions.

7.1 Governing Law; Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with United States federal law as it applies to patents, copyrights and trademarks and in accordance with the laws of the State of Delaware as applied to contracts entered into and to be performed entirely within the States of Delaware. The Parties hereby irrevocably submit to the in personam jurisdiction of the state courts of the State of Illinois and of the United States federal district courts that are located in Chicago, Illinois for the purpose of

any suit, action or other proceeding arising out of or based upon this Agreement and hereby waive their right to a trial by jury in any dispute arising out of this Agreement.

7.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and, if possible, the invalid or unenforceable provision shall be reformed and deemed modified to be consistent with the Parties' essential purpose of assigning and transferring the Transferor Technology as provided in this Agreement.

7.3 Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the subject matter of this Agreement. All prior negotiations and agreements between the Parties with respect to the matters contained in this Agreement are superseded by this Agreement. This Agreement may not be altered or amended except by a written instrument executed by authorized representatives of each of the Parties.

7.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Transferor and Groupon and their respective successors and permitted assigns. This Agreement shall not be assignable by either Party; *provided however*, that either Party may assign this Agreement, in whole or in part, to any direct or indirect subsidiary of Groupon without the written consent of the other Party. Each successor-in-interest to and any permitted assignee of either Party shall hold such interest subject to all of the terms and conditions of this Agreement.

7.5 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement a section, such reference will be to a section of this Agreement unless otherwise indicated.

7.6 Counterparts. This Agreement may be executed in counterparts and, upon delivery of counterparts which together show the execution by both Transferor and Groupon, shall constitute one agreement which shall be binding upon the Parties.

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IN WITNESS WHEREOF, Transferor and Groupon have caused this Agreement to be executed by their respective duly authorized representatives and made effective as of the Effective Date.

TRANSFEROR

GROUPON

Groupon Ludic, Inc.

Groupon, Inc.

By: Bradley Downes

By: Bradley Downes

Name: Bradley Downes

Name: Bradley Downes

Title: _____

Title: VP Finance

Date signed: 12 Oct 2011

Date signed: 12 Oct 2011

[SIGNATURE PAGE OF ASSET TRANSFER AGREEMENT]



EXHIBIT A
PURCHASE PRICE
FOR TRANSFEROR TECHNOLOGY



PATENT ASSIGNMENT

Ludic Labs, Inc., a Delaware corporation, (hereafter known as the "Assignor") is the owner of the inventions and patent applications described in Schedule A, attached hereto. In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to **Groupon Ludic, Inc.**, a Delaware corporation, (hereafter known as the "Assignee") the entire worldwide right, title and interest in the inventions and patent applications described in Schedule A, in any reissue, reexamination, extension, divisional, continuation, continuation-in-part, or corresponding foreign application of said application or applications, and any Letters Patents or invention registrations that may be granted upon said application or applications.

The Assignee shall have the sole and entire right to pursue and obtain patent rights for the inventions and improvements described in Schedule A in the United States and in any and all foreign countries. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States, and the appropriate authoritative entities in any foreign country, to issue any patents to said Assignee.

The Assignor agrees that they will, without charge to the Assignee but at the Assignee's expense, execute any and all documents necessary to vest title in the Assignee for any and all patent applications based upon the inventions and improvements described in Schedule A, that have been filed or may be filed in the future, and agrees to provide reasonable assistance in any attempt to obtain execution by the inventors of any such documents. Assignor also agrees that they will, without charge to the Assignee but at the Assignee's expense, execute, or provide reasonable assistance in any attempt to have the inventors execute, any and all divisional, continuation, continuation-in-part, and renewal applications for the inventions and improvements described in Schedule A, any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue, reexamination, or extension of any Patent that may be granted that said Assignee may deem necessary or expedient. The Assignor further agrees that they will, without charge to the Assignee but at the Assignee's expense, in the event of said application or any division thereof, or Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in interference, cooperate with said Assignee, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and the Assignor hereby agrees that they will, without charge to the Assignee but at the Assignee's expense perform, upon said request, any and all affirmative acts to obtain patents and vest all rights therein hereby conveyed in the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

11/30/2010
Date

B
Name: BRUN JOTY
Title: CEO
Ludic Labs, Inc.

Schedule A

Country	Patent Application No.	Filing Date
US	60/948,588	July 9, 2007
US	12/169,599	July 8, 2008
US	12/169,601	July 8, 2008