

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4354240

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
POPSUGAR INC.	04/03/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHOPSTYLE INC.
<b>Street Address:</b>	160 SPEAR STREET, SUITE 1900
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15001142
<b>Application Number:</b>	62333606
<b>Application Number:</b>	62380261
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)576-0300
<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>	
<b>Phone:</b>	415-576-0200
<b>Email:</b>	rysip@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER, SUITE 1900
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	0969249,1010526,1016652
<b>NAME OF SUBMITTER:</b>	ROSARIO G. YSIP
<b>SIGNATURE:</b>	/Rosario G. Ysip/
<b>DATE SIGNED:</b>	04/05/2017
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment (this "Assignment") is made and dated as of April 3, 2017 by and between Popsugar Inc., a Delaware corporation, with a principal place of business at 111 Sutter Street, 16th Floor, San Francisco, California 94104 ("Popsugar"), for itself and its subsidiaries (collectively, "Assignors"), and ShopStyle Inc., a Delaware corporation, with a principal place of business at 160 Spear Street, Suite 1900, San Francisco, California 94105 ("Assignee"), the purchaser of certain assets of Assignors pursuant to an Asset Purchase Agreement, dated February 21, 2017 (the "Asset Purchase Agreement"). Assignors and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Asset Purchase Agreement provides that, as a condition to Closing, Popsugar shall deliver to Assignee this Assignment, in order to effect the assignment of all of Assignors' right, title and interest in and to the Assigned Patents (as defined below) to Assignee, and for recording with the United States Patent and Trademark Office; and

**WHEREAS**, Assignors desire to so assign the Assigned Patents, and Assignee desires to accept this assignment, on the terms hereof.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignors hereby grant, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in, to and under the following (the "Assigned Patents"):

- a. the patents, patent applications, and provisional patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;
- b. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Assignors shall: (i) execute such additional documents as are necessary to transfer, defend, register, or otherwise give full effect to and perfect the rights of Assignee in the Assigned Patents; and (ii) take such further actions as Assignee may reasonably request in order to demonstrate Assignee's title to the Assigned Patents. Assignee shall reimburse (or shall have reimbursed) Assignors' reasonable out-of-pocket expenses incurred through such assistance.

4. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Patents from Assignors to Assignee. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Patents, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

5. Popsugar represents and warrants to Assignee that as of the date hereof Popsugar has the full right, power, and authority to enter into this Assignment and perform its obligations hereunder for itself and on behalf of all Assignors; the execution of this Assignment by Popsugar has been duly authorized by all necessary organizational action of Assignors; and when executed and delivered by the Parties this Assignment will constitute the legal, valid, and binding obligation of Assignors enforceable against Assignors in accordance with its terms and conditions.

6. This Assignment shall bind the respective successors and assigns of Assignors and Assignee. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*

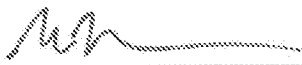
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

ASSIGNORS:

POPSUGAR INC. for itself and its subsidiaries

ASSIGNEE:

SHOPSTYLE INC.

By:   
Name: Sean Macnew  
Title: CFO/COO

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Patent Assignment Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

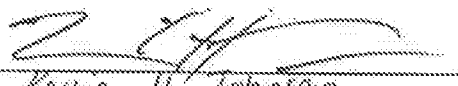
ASSIGNORS:

POPSUGAR INC. for itself and its subsidiaries

ASSIGNEE:

SHOPSTYLE INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: *Kevin W. Johnston*  
Title: *CEO*

*[Signature Page to Patent Assignment Agreement]*

**Schedule 1**

**U.S. Patents and Patent Applications**

U.S. Patent Application No. 15/001,142

U.S. Patent Application No. 62/333,606

U.S. Patent Application No. 62/380,261