

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5311021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
WEDDINGWIRE, INC.	12/21/2018
XO GROUP INC.	12/21/2018
WEDDINGCHANNEL.COM, INC.	12/21/2018

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
Street Address:	600 WASHINGTON BOULEVARD, 9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	8606650
Patent Number:	7013292
Patent Number:	8036953
Patent Number:	8032428
Patent Number:	8595080
Patent Number:	8219452
Patent Number:	8478656
Patent Number:	7832633
Patent Number:	8220709
Patent Number:	6493742
Patent Number:	6618753
Application Number:	15789893
Application Number:	15943993
Application Number:	62479790

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1029852 2L PAT IPSA
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NAME OF SUBMITTER:	CONNOR WISE
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SIGNATURE:	/Connor Wise/
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DATE SIGNED:	01/07/2019
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Total Attachments: 15

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SECOND LIEN TRADEMARK AND PATENT SECURITY AGREEMENT dated as of December 21, 2018 (this “Agreement”), among WeddingWire, Inc., a Delaware corporation (the “Borrower”), the other grantors from time to time party hereto (along with the Borrower, the “Grantors” and each a “Grantor”) and UBS AG, Stamford Branch (“UBS”), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and UBS, as Administrative Agent, and (b) the Second Lien Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors identified therein and UBS, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark and Patent Collateral”):

- (a) (i) all United States patents and applications now or hereafter made for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the

foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

- (b) (i) all United States trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule II, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT BROUGHT IN ANY OF THE

AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 13.3 OF THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT OR ANY SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER OR ANY OTHER GRANTORS IN ANY OTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, LEGAL ACTIONS OR PROCEEDINGS BROUGHT BY THE SECURED PARTIES IN CONNECTION WITH THE EXERCISE OF REMEDIES WITH RESPECT TO COLLATERAL MAY BE BROUGHT IN OTHER JURISDICTIONS WHERE SUCH COLLATERAL IS LOCATED OR SUCH RIGHTS OR REMEDIES MAY BE EXERCISED.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(d) EACH OF THE PARTIES TO THIS AGREEMENT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with

respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to JPMorgan Chase Bank, N.A., as administrative agent and/or collateral agent, pursuant to or in connection with the First Lien Credit and Guaranty Agreement, dated as of December 21, 2018, among the Borrower, the lenders from time to time party thereto, the guarantors from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as First Lien Collateral Agent, UBS AG, Stamford Branch, as Second Lien Collateral Agent, each additional Second Priority Representative and Senior Representative from time to time party thereto and the Borrower and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

WEDDINGWIRE, INC.,
SOMETHING BLUE, LLC,
as Grantors

by



Name: Michael Beach
Title: Chief Financial Officer

XO GROUP INC.,
WEDDINGCHANNEL.COM, INC.,
THE BUMP MEDIA, INC.
as a Grantor

by

Name: Michael Steib
Title: Chief Executive Officer and
President

[Signature Page to Second Lien Trademark and Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.


WEDDINGWIRE, INC.,
SOMETHING BLUE, LLC,
WWLB MANAGEMENT, LLC,
as Grantors

by

Name: Michael Beach
Title: Chief Financial Officer

WEDDINGCHANNEL.COM, INC.,
THE BUMP MEDIA, INC.
as Grantors

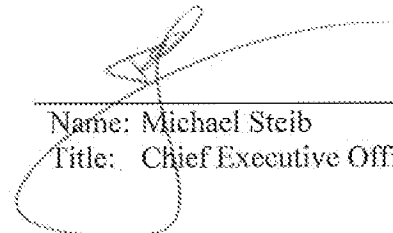
by



Name: Michael Steib
Title: Chief Executive Officer and
President

XO GROUP INC.,
as a Grantor

by



Name: Michael Steib
Title: Chief Executive Officer

UBS AG, STAMFORD BRANCH, AS
COLLATERAL AGENT,

by

Name:
Title:



Haussem Daly
Associate Director
Banking Products Service

by

Name:
Title:



Darlene Arias
Director

[Signature Page to Second Lien Trademark and Patent Security Agreement]

SCHEDULE I

Pending and Issued Patent Applications




<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Filing Date/ Issue Date</u>	<u>Applicant/Owner</u>	<u>Title</u>
WeddingWire, Inc.	US	11/929,035 8,606,650	October 30, 2007	WeddingWire, Inc.	METHOD AND MEDIUM FOR CROSS-CATEGORY WEDDING VENDOR RECOMMENDATIONS
XO Group Inc.	US	15/789,893	October 20, 2017	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH AUTOMATIC RETAILER-SPECIFIC REGISTRY CREATION
XO Group Inc.	US	15/943,993	April 3, 2018	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED PAYMENT MANAGEMENT SYSTEM
XO Group Inc.	US	62/479,790	3/31/2017	XO Group Inc.	METHODS AND APPARATUS FOR DYNAMIC LOCATION- BASED MEDIA BROADCASTING
XO Group Inc.	US	09/421,108 7,013,292	Oct 19, 1999	XO Group Inc.	METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY
XO Group Inc.	US	11/336,985 8,036,953	Jan 23, 2006	XO Group Inc.	METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY
XO Group Inc.	US	12/714,038 8,032,428	Feb 26, 2010	XO Group Inc.	METHOD AND SYSTEM FOR UNIVERSAL GIFT REGISTRY
XO Group Inc.	US	12/757,413 8,595,080	Apr 9, 2010	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH TWO-WAY SYNCHRONIZATION
XO Group Inc.	US	12/757,424 8,219,452	Apr 9, 2010	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH UPLOAD AND MERGE OF A RETAILER- SPECIFIC REGISTRY
XO Group Inc.	US	13/494,603 8,478,656	Jun 12, 2012	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH UPLOAD AND MERGE OF A RETAILER- SPECIFIC REGISTRY
XO Group Inc.	US	15/789,893	Oct 20, 2017	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED GIFT REGISTRY WITH AUTOMATIC RETAILER-SPECIFIC REGISTRY CREATION
XO Group Inc.	US	15/943,993	Apr 3, 2018	XO Group Inc.	SYSTEMS AND METHODS FOR A CENTRALIZED PAYMENT MANAGEMENT SYSTEM
XO Group Inc.	US	11/368,188 7,832,633	Mar 3, 2006	The Knot, Inc., n/k/a XO Group Inc.	SYSTEM FOR PROVIDING WEDDING MANAGEMENT
XO Group Inc.	US	12/903,145 8,220,709	Oct 12, 2010	XO Group Inc.	SYSTEM FOR PROVIDING WEDDING MANAGEMENT

XO Group Inc.	US	09/459,766 6,493,742	Dec 13, 1999	XO Group Inc.	SYSTEMS AND METHODS FOR PROVIDING INTERNET ACCESSIBLE REGISTRIES
XO Group Inc.	US	62/479,790	3/31/2017	XO Group Inc.	METHODS AND APPARATUS FOR DYNAMIC LOCATION- BASED MEDIA BROADCASTING
WeddingChannel.com, Inc.	US	10/273,326 6,618,753	October 15, 2002	WeddingChannel.com, Inc.	SYSTEMS AND METHODS FOR REGISTERING GIFT REGISTRIES AND FOR PURCHASING GIFTS

SCHEDULE II

Trademarks/Trade Names Owned by Grantors


Trademark Registrations and Applications



<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
WeddingWire, Inc.	85369434	4,147,894	July 12, 2011	May 22, 2012	Wedding Wire, Inc.	EVENTWIRE
WeddingWire, Inc.	77532803	3,803,848	July 28, 2008	June 15, 2010	Wedding Wire, Inc.	PROJECT WEDDING
WeddingWire, Inc.	77927341	3,856,127	February 3, 2010	October 5, 2010	Wedding Wire, Inc.	BRIDE'S CHOICE AWARDS
WeddingWire, Inc.	77629953	3,639,477	December 10, 2008	June 16, 2009	Wedding Wire, Inc.	WEDDINGACES
WeddingWire, Inc.	77625183	3,639,457	December 3, 2008	June 16, 2009	Wedding Wire, Inc.	BRIDALBUDS
WeddingWire, Inc.	77611618	3,638,741	November 11, 2008	June 16, 2009	Wedding Wire, Inc.	DIRECTMATCH
WeddingWire, Inc.	77461493	3,512,472	April 30, 2008	October 7, 2008	Wedding Wire, Inc.	time to roc
WeddingWire, Inc.	77415769	3,536,449	March 7, 2008	November 25, 2008	Wedding Wire, Inc.	
WeddingWire, Inc.	77169075	3,365,304	April 30, 2007	January 8, 2008	Wedding Wire, Inc.	SMARTMATCH
WeddingWire, Inc.	77077940	3,316,183	January 8, 2007	October 23, 2007	Wedding Wire, Inc.	
WeddingWire, Inc.	77077808	3,316,175	January 8, 2007	October 23, 2007	Wedding Wire, Inc.	WEDDINGWIRE
WeddingWire, Inc.	86225340	4,636,405	March 19, 2014	November 11, 2014	Wedding Wire, Inc.	
WeddingWire, Inc.	86227962	4,621,043	March 21, 2014	October 14, 2014	Wedding Wire, Inc.	WEDTEAM

<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
WeddingWire, Inc.	86225447	4,620,881	March 19, 2014	October 14, 2014	Wedding Wire, Inc.	WEDSTYLE
WeddingWire, Inc.	86150747	4,616,497	December 23, 2013	October 7, 2014	Wedding Wire, Inc.	COUPLES' CHOICE AWARDS
WeddingWire, Inc.	85821129	4,391,737	January 11, 2013	August 27, 2013	Wedding Wire, Inc.	BIRTHDAYWIRE
WeddingWire, Inc.	85821126	4,395,463	January 11, 2013	September 3, 2013	Wedding Wire, Inc.	PROMWIRE.
WeddingWire, Inc.	85821124	4,391,735	January 11, 2013	August 27, 2013	Wedding Wire, Inc.	MITZVAHWIRE
Something Blue, LLC	86145492	4,571,847	December 17, 2013	July 22, 2014	Something Blue, LLC	WEDSOCIAL
WeddingWire, Inc.	86789252	4,972,772	October 15, 2015	March 22, 2016	Wedding Wire, Inc.	WEDDI AWARDS
Something Blue, LLC	77904742	3828158	January 4, 2010	August 3, 2010	Something Blue, LLC	NewlyWish
XO Group Inc.	86/302,571	55958890	June 6, 2014	October 20, 2018	XO Group Inc.	THE KNOT
XO Group Inc.	87510835	5612893	June 29, 2017	November 20, 2018	XO Group Inc.	FOUNDHERS
XO Group Inc.	87510830	5385870	June 29, 2017	January 23, 2018	XO Group Inc.	FOUNDHERS
XO Group Inc.	87272871	5373004	December 19, 2016	January 9, 2018	XO Group Inc.	HOW HE ASKED
XO Group Inc.	87299326	5532780	January 12, 2017	August 7, 2018	XO Group Inc.	HOW SHE ASKED
XO Group Inc.	78906001	3607736	June 12, 2006	April 14, 2009	XO Group Inc.	KNOT TV
XO Group Inc.	77948415	4501968	March 2, 2010	March 25, 2014	XO Group Inc.	KNOTTIE
XO Group Inc.	77197042	3581196	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197154	3581197	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group	77197058	3581198	June 4,	February 24,	XO Group	MY KNOT

<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
Inc.			2007	2009	Inc.	
XO Group Inc.	77197065	3581199	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197068	3581200	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	77197074	3581201	June 4, 2007	February 24, 2009	XO Group Inc.	MY KNOT
XO Group Inc.	85107265	4068242	August 13, 2010	December 6, 2011	XO Group Inc.	MY REAL WEDDING
The Bump Media, Inc.	78964167	3329568	August 30, 2006	November 6, 2007	The Bump Media, Inc.	THE BUMP
XO Group Inc.	76154965	2494405	October 27, 2000	October 2, 2001	XO Group Inc.	THE KNOT
XO Group Inc.	78311733	2889317	October 9, 2003	September 28, 2004	XO Group Inc.	THE KNOT
XO Group Inc.	75214240	2136948	December 17, 1996	February 17, 1998	XO Group Inc.	THE KNOT
XO Group Inc.	78479304	3091388	September 7, 2004	May 9, 2006	XO Group Inc.	THE KNOT
XO Group Inc.	85645165	4998448	June 6, 2012	July 12, 2016	XO Group Inc.	THE KNOT
XO Group Inc.	78728182	3365658	October 6, 2005	January 8, 2008	XO Group Inc.	<i>the knot</i>
XO Group Inc.	78877256	3217656	May 5, 2006	March 13, 2007	XO Group Inc.	THE KNOT TV
XO Group Inc.	85812985	4675859	December 31, 2012	January 20, 2015	XO Group Inc.	THE KNOT WEDDING CHECKLIST
XO Group Inc.	85021995	4344919	April 23, 2010	June 4, 2013	XO Group Inc.	THE KNOT WEDDING DRESS LOOK BOOK
XO Group Inc.	76613873	3181378	September 23, 2004	December 5, 2006	XO Group Inc.	THE KNOT WEDDING DRESS WORKOUT
XO Group Inc.	78949460	3267694	January 18, 2005	July 24, 2007	XO Group Inc.	THE NEST
XO Group Inc.	78728088	3580532	October 6, 2005	February 24, 2009	XO Group Inc.	[the nest]
XO Group Inc.	87384696	5451098	March 24, 2017	April 24, 2018	XO Group Inc.	TWOBRIGHTLIGHTS
XO Group Inc.	87384693	5451097	March 24, 2017	April 24, 2018	XO Group Inc.	
XO Group Inc.	87535370	5411997	July 20, 2017	February 27, 2018	XO Group Inc.	VERI
XO Group Inc.	78491695	3276356	September	August 7,	XO Group	WEDDING DRESS

<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
			29, 2004	2007	Inc.	WORKOUT
XO Group Inc.	85021999	4344920	April 23, 2010	June 4, 2003	XO Group Inc.	WEDDING DRESS LOOK BOOK BY THE KNOT
XO Group Inc.	86777507	4955909	October 4, 2015	May 10, 2016	XO Group Inc.	S and Design
XO Group Inc.	86777509	4908878	October 4, 2015	March 1, 2016	XO Group Inc.	SHINE
XO Group Inc.	85456210	4161207	October 26, 2011	June 19, 2012	XO Group Inc.	GEMS
XO Group Inc.	85456212	4178400	October 26, 2011	July 24, 2012	XO Group Inc.	THE KNOT ULTIMATE WEDDING PLANNER
XO Group Inc.	85456213	4161208	October 26, 2011	June 19, 2012	XO Group Inc.	GEMS GIRLS ENGAGED IN MASSIVE SPENDING
XO Group Inc.	85264035	4208568	March 10, 2011	September 18, 2012	XO Group Inc.	HOPPIT
XO Group Inc.	77948416	4501969	March 2, 2010	March 25, 2014	XO Group Inc.	NESTIE
XO Group Inc.	77163920	3447871	April 24, 2007	June 17, 2008	XO Group Inc.	THE KNOT MARKET INTELLIGENCE (Suppl. Reg.)
XO Group Inc.	78221139	2826750	March 4, 2003	March 23, 2004	XO Group Inc.	WEDDING TRACKER
XO Group Inc.	75817494	2401127	October 7, 1999	October 31, 2000	XO Group Inc.	THE INTERNET WEDDING SUPERSTORE

<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
XO Group Inc.	87/091,229	-	July 1, 2016	-	XO Group Inc.	

<u>Grantor</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
XO Group Inc.	87091232	-	July 1, 2016	-	XO Group Inc.	
XO Group Inc.	86/865,354	-	January 5, 2016	-	XO Group Inc.	BUMP IT FORWARD
XO Group Inc.	86/947,750	-	March 21, 2016	-	XO Group Inc.	XO GROUP
XO Group Inc.	86/703,140	-	July 23, 2015	-	XO Group Inc.	YOURS. TRULY.
XO Group Inc.	87/687,637	-	November 16, 2017	-	XO Group Inc.	WEDDING DAY BLUEPRINT
XO Group Inc.	86/104,338	-	October 29, 2013	-	XO Group Inc.	THE BUMP
XO Group Inc.	86/184,187	-	February 4, 2014	-	XO Group Inc.	THE BUMP
XO Group Inc.	85/645,166	-	June 6, 2012	-	XO Group Inc.	THE BUMP
XO Group Inc.	86/110,193	-	November 5, 2013	-	XO Group Inc.	
XO Group Inc.	87/091,224	-	July 1, 2016	-	XO Group Inc.	