

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6524297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIX TIMES SEVEN, INC.	01/24/2012
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: 1	
Property Type	Number
Application Number:	16867018
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<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:	7044441000
Email:	patent-mail@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 2:	ONE SOUTH AT THE PLAZA
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280
ATTORNEY DOCKET NUMBER:	058407/542414
NAME OF SUBMITTER:	RUSSELL P. BLAISE
SIGNATURE:	/Russell P. Blaise/
DATE SIGNED:	01/29/2021
Total Attachments: 4	
source=542414-Assignment - 6x7 to Groupon#page1.tif	
source=542414-Assignment - 6x7 to Groupon#page2.tif	
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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 **Six Times Seven Inc.**, a Delaware corporation (the "Seller" or "Assignor").

RECITALS

A. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated January 20, 2012 (the "Merger Agreement"), Groupon Mertado, 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 Schedule A, attached hereto (collectively, the "Intellectual Property Assets"); and

D. WHEREAS, Purchaser desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets;

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and 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.

3. Authorization. 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. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. 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.

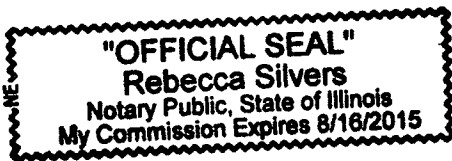
Six Times Seven, Inc.
By: _____
Name: Jason Child
Title: SVP
Date: January 24, 2012

STATE OF IL)
COUNTY OF COOK) SS.

Subscribed and sworn to before me this 24th day of January, 2012.

[Signature]
Notary Public

My Commission Expires:
8/16/2015



Schedule A

Table 1: PATENT ASSETS

Application No.	Title	Country	Filing Date	Status
13/219344	Embedded Storefront	U.S.	August 26, 2011	Pending

Table 2: DOMAIN NAMES

Domain Name	Registration Date:	Expiration Date
MERTADO.COM	May 9, 2009	May 9, 2012
6TIMES7.COM	May 10, 2009	May 10, 2012
HUMANBUYOLOGY.COM	November 11, 2011	November 11, 2013
XOPPER.COM	November 3, 2010	November 3, 2013
NEUMENON.COM	May 10, 2009	May 10, 2012
PUNDEET.COM	May 12, 2009	May 12, 2010
SURPRICER.COM	May 12, 2009	May 12, 2010
TRUDIL.COM	September 6, 2010	September 6, 2013
SHOPENSITY.COM	September 9, 2009	September 9, 2013
XOPNOW.COM	September 10, 2010	September 10, 2013
MOBXOP.COM	September 12, 2010	September 12, 2013
XOPAHOLIC.COM	September 12, 2010	September 12, 2013
XOPBOP.COM	September 12, 2010	September 12, 2013
XOPMOB.COM	September 12, 2010	September 12, 2013
XOPPR.COM	September 12, 2010	September 12, 2013
XOPPR.NET	September 19, 2010	September 19, 2013
XOPPR.ORG	September 19, 2010	September 19, 2013
XOPPER.NET	September 27, 2010	September 27, 2013
XOPPER.ORG	September 27, 2010	September 27, 2013