

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Reader's Digest Association, Inc.		08/19/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IAC/InterActiveCorp		
<b>Street Address:</b>	152 W. 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2521764	GIFTS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)220-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.220.4200		
<b>Email:</b>	tmdocketdc@kenyon.com		
<b>Correspondent Name:</b>	William M. Merone - Kenyon & Kenyon LLP		
<b>Address Line 1:</b>	1500 K Street, NW		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005-1257		
<b>ATTORNEY DOCKET NUMBER:</b>	13805-1		
<b>NAME OF SUBMITTER:</b>	William M. Merone		
<b>Signature:</b>	/william m. merone/		

CH \$40.00 2521764

Date:

06/30/2006

**Total Attachments: 5**

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## DOMAIN NAME SALE AGREEMENT

This Domain Name Sale Agreement (this "*Agreement*") is entered into and effective on the date indicated below by and between The Reader's Digest Association, Inc. a Delaware corporation ("*Seller*"), and IAC/InterActiveCorp, a Delaware corporation ("*Buyer*"). The following recital is true and constitutes the basis for this Agreement:

WHEREAS, Seller owns all of the right, title and interest in and to the Internet domain name "*Gifts.com*" and associated intellectual property rights and Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the Domain Name (as defined below) upon the terms and conditions contained in this Agreement.

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

1. *Purchase and Sale of Domain Name.* Subject to Buyer's tender of an amount equal to (the "*Purchase Price*") to be payable by Buyer to Seller in accordance with Section 2 below, Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer all right, title and interest in and to the domain name "*Gifts.com*" and the registration thereof, all associated universal resource locators, whether registered in the name of Seller or by any other person on behalf of Seller, all trademarks and service marks and other common law rights and intellectual property rights related thereto, including without limitation the registered trademarks set forth in Exhibit A hereto, all translations, adaptations, derivations, copyrights and combinations thereof and all applications, registrations, and renewals in connection therewith, as well as the right to register, perfect and enforce any rights embodied therein, including the right to collect damages for any past infringement of such rights by third parties, and all related goodwill, fictitious names and "doing business as" names related thereto (such rights, titles and interests are hereby collectively referred to herein as the "*Domain Name*"). Seller represents, warrants and covenants that the transfer of the Domain Name by Seller to Buyer shall be free and clear of all liens, claims or encumbrances. Buyer does not and shall not assume, or in any manner become liable for, any liabilities or obligations of Seller whatsoever in connection with this Agreement and such liabilities shall remain the sole and exclusive responsibility of Seller and shall be timely discharged by Seller.

2. *Payment of Purchase Price.*

3. *Domain Name Transfer.*

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4. *Other Agreements.*

4.1 *Representations and Warranties.* (a)

(b)

4.2 *Further Assurances.*

4.3 *Expenses.*

4.4 *Confidentiality/Publicity.*

4.5 *No Other Property Transferred.*

4.6 *No Further Use by Seller.*

4.7 *No Solicitation.*

5. **Miscellaneous**

5.1 *Entire Agreement.*

5.2 *Changes to the Agreement.*

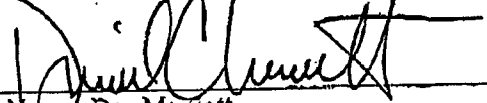
5.3 *Governing Law.*

5.4 *Waiver.*

5.5 *Limitation on liability.*

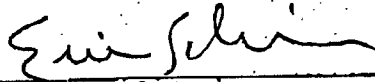
19<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this Agreement effective as of this day of August, 2004.

IAC/InterActiveCorp



Name: Dan Marriott  
Title: SVP, Interactive Development

The Reader's Digest Association, Inc.



Name: ERIC Schrier  
Title: President, North America

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EXHIBIT A

Trademarks



Serial No: 75/906420

Registration No: 2521764

Filing Date: 1/31/2000

Class 35: ON-LINE ORDERING SERVICES FEATURING GENERAL MERCHANDISE VIA A  
GLOBAL COMPUTER NETWORK; PROVIDING ON-LINE ELECTRONIC INFORMATION  
ABOUT THE GOODS AND SERVICES OF OTHERS VIA A GLOBAL COMPUTER NETWORK

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RECORDED: 06/30/2006

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