

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brian Kelly | | 05/22/2012 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Bankrate, Inc. | | |
| Street Address: | 11760 U.S. Highway 1 | | |
| Internal Address: | Suite 200 | | |
| City: | North Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33408 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4101930 | THE POINTS GUY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5616256572 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 561-625-6575 | | |
| Email: | ustrademarks@mchaleslavin.com | | |
| Correspondent Name: | Carl J. Spagnuolo, McHale & Slavin, P.A. | | |
| Address Line 1: | 2855 PGA Boulevard | | |
| Address Line 4: | Palm Beach Gardens, FLORIDA 33410-2910 | | |
| ATTORNEY DOCKET NUMBER: | 3502U.000000 | | |
| NAME OF SUBMITTER: | Carl J. Spagnuolo | | |
| Signature: | /Carl J. Spagnuolo/ | | |

Date:

06/12/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

May 23, 2012

Effective as of the date set forth above (the "Effective Date") at 12:00:01 a.m. EST, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brian C. Kelly ("Member"), The Points Guy LLC, a Delaware limited liability company ("PointsGuy") and Travel Credit Cards LLC, a Delaware limited liability company ("TravelCredit", along with PointsGuy and Member are sometimes referred to individually as an "Assignor" and collectively as the "Assignors") each, individually and collectively, pursuant to the terms of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), by and among Assignors, Assignee (as defined below) and certain other parties thereto dated as of the same date as this Trademark Assignment, hereby sells, transfers, assigns, releases and sets over to Bankrate, Inc., a Delaware corporation ("Assignee"), all of such Assignor's worldwide rights, title and interest in and to all of its trademarks and service marks, names and logos included in the definition of Purchased Assets (as defined in the Asset Purchase Agreement), including, but not limited to, those set forth on Schedule 1 attached to this Trademark Assignment, and any pending applications or registrations with regard to the foregoing (collectively, the "Marks"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the Business (as defined in the Asset Purchase Agreement) in connection with which the Marks are used and which is symbolized by the Marks and the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor, individually and collectively, if this assignment had not been made.

Each Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonable to vest in Assignee all of each Assignor's right, title and interest in and to the Marks as well as the applications and registrations and any renewals or extensions of any applications and registrations for such Marks and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignors.

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IN WITNESS WHEREOF, each Assignor has executed this Trademark Assignment as of the date first set forth above.

ASSIGNORS:

THE POINTS GUY LLC

TRAVEL CREDIT CARDS LLC

By: *Brian Kelly*
Name: Brian C. Kelly
Title: Authorized Person

By: *Brian Kelly*
Name: Brian C. Kelly
Title: Authorized Person

BRIAN C. KELLY

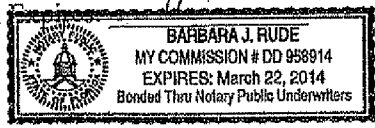
Brian Kelly
Brian C. Kelly, individually

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brian C. Kelly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be an authorized representative of The Points Guy LLC, a Delaware limited liability company, and Travel Cards LLC, a Delaware limited liability company, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of each such company.

Witness my hand and seal, at office in Miami, Florida this 22 day of May, 2012.

Notary Public *Barbara J. Rudef*
My Commission Expires



[Signatures Continue on Following Page]

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment
as of the date first set forth above.

ASSIGNEE:

BANKRATE, INC.

By: 

Edward J. DiMaria,

Senior Vice President and Chief Financial Officer

Trademark Assignment Signature Page

TRADEMARK
REEL: 004799 FRAME: 0959

Schedule 1

Trademarks

Names Used in the Business

- The Points Guy
- Travel Credit Cards

Logos Used in the Business



Registered Trademarks

U.S. Trademark Registration No. 4101930, for the mark "The Points Guy"

Domain Names

- www.thepointsguy.com
- www.travelcreditcards.com
- www.thepointguy.com
- www.bookwithmiles.com

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