

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
InfoSpace Holdings LLC		08/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stuff Media LLC		
<b>Street Address:</b>	77 West Wacker Drive		
<b>Internal Address:</b>	Suite 3100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3483619	BRAINSTUFF	
<b>Registration Number:</b>	2501638	HOW STUFF WORKS	
<b>Registration Number:</b>	2980912	HOW STUFF WORKS	
<b>Registration Number:</b>	3706161	HOWSTUFFWORKS	
<b>Registration Number:</b>	3811398	HOWSTUFFWORKS	
<b>Registration Number:</b>	3706162	HOWSTUFFWORKS	
<b>Registration Number:</b>	3491518	HOWSTUFFWORKS	
<b>Registration Number:</b>	3483654	HOWSTUFFWORKS	
<b>Registration Number:</b>	3491517	HOWSTUFFWORKS	
<b>Registration Number:</b>	3498066		
<b>Registration Number:</b>	3398322		
<b>Registration Number:</b>	3983155	STUFF YOU SHOULD KNOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<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>	312-456-8400		
<b>Email:</b>	SilvermanH@gtlaw.com		
<b>TRADEMARK</b>			

CH \$315.00 3483619

**Correspondent Name:** Howard E. Silverman  
**Address Line 1:** 77 West Wacker Drive  
**Address Line 2:** Suite 3100  
**Address Line 4:** Chicago, ILLINOIS 60601

<b>NAME OF SUBMITTER:</b>	Howard E. Silverman
<b>SIGNATURE:</b>	/Howard E. Silverman/
<b>DATE SIGNED:</b>	10/31/2017

**Total Attachments: 8**

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source=Stuff\_Media\_Trademark\_Assignment\_Agreement#page8.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 22, 2017 (the "Effective Date"), by and between Infospace Holdings LLC, a Delaware limited liability company ("Assignor") and Stuff Media LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); and

B. Assignor, OpenMail LLC and Assignee have entered into that certain Contribution and Assumption Agreement, dated as of August 22, 2017 (the "Contribution Agreement") pursuant to which Assignor has contributed, assigned, transferred, conveyed and delivered to Assignee certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Contribution Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Contribution Agreement.

2. Assignment. Assignor confirms to have contributed, assigned, transferred, conveyed and delivered and hereby assigns, transfers, conveys and delivers to, Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to

and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignor's own expense, to effect the terms of this Assignment.

4. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

5. Terms of the Contribution Agreement. Assignor and Assignee each acknowledge and agree that the representations, warranties and agreements contained in the Contribution Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment is governed by and shall be construed in accordance with the Laws of the Delaware, excluding any conflict of laws rule or principle that would refer the governance or the construction of this Assignment to the Laws of another jurisdiction.

8. Consent to Jurisdiction; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located in the State of Delaware for the purposes of any Action arising out of this Assignment or any transaction contemplated hereby, and agrees to commence any such Action only in such courts. Each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such Action. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any Action arising out of this Assignment or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE

ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9. Amendment and Waiver. No amendment of this Assignment will be effective unless it is in writing and signed by each party. No waiver of any provision of this Assignment will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other provision of this Assignment.

10. Captions. All captions contained in this Assignment are for convenience of reference only, do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment.

11. Severability. If any provision of this Assignment is held invalid, illegal or unenforceable in any jurisdiction, the remainder of this Assignment, or application of that provision to any Persons or circumstances, or in any jurisdiction, other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by Law.

12. Entire Agreement. This Assignment, together with the Contribution Agreement, constitute the final agreement between the parties and are the complete and exclusive expression of the parties' agreement on the subject matter of this Assignment. This Assignment supersedes all prior oral or written agreements or policies relating to this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance.

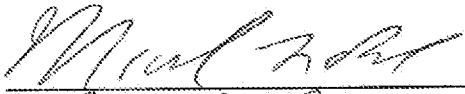
13. Counterparts. This Assignment may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. This Assignment may be executed by facsimile or email signatures or other electronic form of transfer.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

**INFOSPACE HOLDINGS LLC**

By:   
Name: Michael E. Blum  
Title: President

**ASSIGNEE:**

**STUFF MEDIA LLC**

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

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

**INFOSPACE HOLDINGS LLC**

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

**ASSIGNEE:**

**STUFF MEDIA LLC**

By: *Michael L. Bledsoe*  
Name: *Michael L. Bledsoe*  
Title: *President*

**EXHIBIT A**

Mark	Country	Owner	Owner of Record	Class	App Date	App No.	Reg Date	Reg No.	Status
BRAINSTUFF	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	041	08/15/07	77256003	08/12/08	3483619	Registered
HOW STUFF WORKS	Australia	Infospace Holdings LLC	InfoSpace LLC	042,044	2/13/206	WO887830	11/27/08	WO887830	Registered
HOW STUFF WORKS	Brazil	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042	01/16/06	828051291	03/17/09	828051291	Registered
HOW STUFF WORKS	Canada	Infospace Holdings LLC	InfoSpace Holdings LLC	000	02/18/04	1,206,727	02/15/06	TMA659,011	Registered
HOW STUFF WORKS	China		HOWSTUFFWORKS, LLC	42	1/16/200	WO887830	12/28/2009	5122872	Registered
HOW STUFF WORKS	EU (EUTM & RCD)	Infospace Holdings LLC	InfoSpace Holdings LLC	042	02/05/04	3648698	07/18/05	3648698	Registered
HOW STUFF WORKS	India	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042	04/18/06	1446568	08/16/08	1446568	Registered
HOW STUFF WORKS	Japan	Infospace Holdings LLC	InfoSpace LLC	042,044	02/13/06	WO887830	12/13/07	WO887830	Registered
HOW STUFF WORKS	Norway	Infospace Holdings LLC	InfoSpace LLC	042,044	02/13/06	WO887830	07/20/07	WO887830	Registered
HOW STUFF WORKS	Russia	Infospace Holdings LLC	InfoSpace LLC	042,044	02/13/06	WO887830	02/22/08	WO887830	Registered
HOW STUFF WORKS	Singapore	Infospace	InfoSpace LLC	042,044	02/13/06	WO887830	10/10/07	WO887830	Registered



Mark	Country	Owner	Owner of Record	Class	App Date	App No.	Reg Date	Reg No.	Status
WORKS		Holdings LLC							
HOW STUFF WORKS	Switzerland	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042,044	02/13/06	WO887830	8/2/2005	WO887830	Registered
HOW STUFF WORKS	South Korea	Infospace Holdings LLC	InfoSpace LLC	042,044	02/13/06	WO887830	08/22/08	WO887830	Registered
HOW STUFF WORKS	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	042	03/28/00	76013441	10/30/01	2501638	Registered
HOW STUFF WORKS	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	016	01/06/04	78348428	08/02/05	2980912	Registered
HOW STUFF WORKS	WIPO	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042,044	02/13/06	WO887830 (03/28/00)	02/13/06	WO887830	Registered
HOW STUFF WORKS & HSW Logo	Switzerland	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042,044	11/07/07	62468/2007	01/11/08	566662	Registered
HOW STUFF WORKS and Design	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	038	03/20/08	77427728	11/03/09	3706161	Registered
HOW STUFF WORKS and Design	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	009	03/20/08	77427718	06/29/10	3811398	Registered
HOW STUFF WORKS and Design	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	041	03/20/08	77427733	11/03/09	3706162	Registered
HOW STUFF WORKS and HSW Logo	Iceland	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042,044	08/09/07	2586	09/05/07	1078/2007	Registered
HOWSTUFFWORKS	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	021	08/15/07	77256252	08/26/08	3491518	Registered

Mark	Country	Owner	Owner of Record	Class	App Date	App No.	Reg Date	Reg No.	Status
HOWSTUFFWORK S	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	041	08/28/07	77266711	08/12/08	3483654	Registered
HOWSTUFFWORK S	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	025	08/15/07	77256166	08/26/08	3491517	Registered
HSW Chime (SOUND MARK)	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	042	08/15/07	77255913	09/09/08	3498066	Registered
HSW Logo	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	042	08/15/07	77256061	03/18/08	3398322	Registered
POK MAN MONG	Macao	Infospace Holdings LLC	HOWSTUFFWORKS, LLC	042	10/25/06	N/24712	03/28/07	N/24712	Registered
STUFF YOU SHOULD KNOW	United States	Infospace Holdings LLC	InfoSpace Holdings LLC	041	09/25/09	77835305	06/28/11	3983155	Registered

TRADEMARK

REEL: 006193 FRAME: 0392

RECORDED: 10/31/2017