

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Investopedia LLC		08/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ValueClick, Inc.		
Street Address:	30699 Russell Ranch Road, Suite 250		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2870816	INVESTOPEDIA	
CORRESPONDENCE DATA			
Fax Number:	(415)882-3232		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(415) 882-3200		
Email:	tmparalegal@owe.com		
Correspondent Name:	Lawrence G. Townsend		
Address Line 1:	455 Market Street, Suite 1910		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	VALUE 00026		
NAME OF SUBMITTER:	Lawrence G. Townsend		
Signature:	/Lawrence G. Townsend/		
Date:	09/29/2010		

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Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Instrument"), dated as of August 3, 2010, from Investopedia LLC, a Delaware limited liability company (the "Company") and Investopedia ULC, an Alberta unlimited liability company ("ULC" and, together with the Company, "Assignors") to ValueClick, Inc., a Delaware corporation ("VCUS"), and ValueClick International Ltd (Ireland), a company organized under the laws of Ireland ("VCI" and, together with VCUS, "Buyers").

WHEREAS, Forbes Media LLC ("Parent"), Assignors and Buyers have entered into that certain Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Buyers are acquiring certain assets of Assignors and, in connection therewith, Buyers agree to assume certain liabilities upon the terms and conditions set forth therein; and

WHEREAS, Assignors desire, among other things, to assign, transfer and set over to Buyers all of Assignors' right, title and interest in the Purchased Assets and Buyers have agreed to accept such assignment and to assume the Assumed Liabilities; and

WHEREAS, the execution and delivery of this Instrument is required by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors and Buyers, intending to be legally bound, do hereby agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment of Intellectual Property. Effective as of the Closing, each Assignor hereby assigns, sells, transfers and sets over to the Buyers (in the respective undivided percentage interests set forth below in this Section 2), and the Buyers hereby acquire and accept, all such Assignor's right, title, benefit, privileges and interest in and to any and all Intellectual Property (including all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights"), in which such Assignor has any interest, excluding any tangible manifestation of such Intellectual Property, free and clear of any and all Encumbrances (other than Permitted Encumbrances), including without limitation, the domain registrations set forth on Exhibit A, the registered copyrights set forth on Exhibit B and the registered trademarks set forth on Exhibit C, together with the good will of the business with which such registered trademarks are associated (all of such Intellectual Property being collectively referred to as the "Transferred Intellectual Property"), the same to be held by Buyers for Buyers' own use and enjoyment, and for the use and enjoyment of Buyers' respective successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Instrument had not been made, in each case, together with all claims for damages by reason of any infringements, misappropriations or other violations of any Transferred Intellectual Property, whether arising prior to or subsequent to the date of this Instrument. The percentage undivided interest in the Transferred Intellectual Property transferred hereunder to VCI shall equal a fraction, the numerator of which is the value of the right to exploit all such Intellectual Property outside of the United States and Canada and

the denominator of which is the value of the right to exploit all such Intellectual Property and the percentage undivided interest in the Transferred Intellectual Property transferred hereunder to VCUS shall equal the difference between (x) 1.0 and (y) the percentage interest of VCI in the Transferred Intellectual Property determined in accordance with the foregoing. Such values shall be determined in a manner consistent with existing cost sharing arrangements between VCUS and VCI.

3. Domain Name Transfer. Assignors agree to cooperate with Buyers to transfer the domain name registrations listed in Exhibit A hereto electronically from Assignors' account to the Buyer's account as expeditiously as commercially reasonable (such that the Buyers will be listed as the registrant of the domain name registrations in the WHOIS database) and to complete all procedures and documentation as may be required to effectuate the transfer of such domain name registrations.

4. Further Assurances. Each Assignor agrees and covenants that it will, as reasonably requested to do so by any Buyer, and without further consideration therefor, execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance and delivery and such powers of attorney and other instruments, and take such other actions as may reasonably be necessary in order to vest in the Buyers and its successors and assigns, all right, title and interest of such Assignor in any and all Intellectual Property and to otherwise further effectuate and carry out the transactions contemplated by this Agreement and the Purchase Agreement.

5. Terms of Purchase Agreement. Assignors and Buyers acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement 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 or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Effective Time. This Instrument shall become effective as of the Closing.

7. Governing Law. This Instrument shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

8. Amendments. This Instrument shall not be amended except by a written instrument signed by the parties hereto.

9. Binding on Successors. This Instrument shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and representatives.

10. Headings. The subject headings or captions of the paragraphs of this Instrument shall not affect the construction or interpretation of any provisions contained herein.

11. Counterparts. This Instrument may be executed in counterparts and such counterparts may be delivered in electronic format (including by fax and email). Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart and copies produced therefrom shall have the same effect as an original. To the extent applicable, the foregoing constitutes the election of the Parties to invoke any Law authorizing electronic signatures.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the parties have executed this Instrument as of the date first above written.

COMPANY

INVESTOPEDIA LLC

By: 

Name: SEAN P. HEGARTY
Title: CFO & SECRETARY

ULC

INVESTOPEDIA ULC

By: 

Name: SEAN P. HEGARTY
Title: CFO & SECRETARY

[Signature Page to IP Assignment Agreement]

ny-934092

BUYERS

VALUECLICK, INC.

By: 

Name:

James R. Zarley

Title:

CEO

[Signature Page to IP Assignment Agreement]

ny-934092

TRADEMARK
REEL: 004286 FRAME: 0825

VALUECLICK INTERNATIONAL LTD
(IRELAND)

By: _____


Name: James R. Zarley
Title: CEO

[Signature Page to IP Assignment Agreement]

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Exhibit A

Domain Registration
askaninvestor.com
bkforexadvisor.com
bkfxadvisor.com
chartadviser.com
chartadvisor.biz
chartadvisor.com
chartadvisor.info
chartadvisor.net
chartadvisor.org
chartadvisor.us
coatailinvestor.com
coattail-investor.com
coattailinvesting.com
coattailinvestor.com
csexam.com
equade.com
fantasyinvestment.com
fantasyinvestor.com
ichallenge.net
invesotpedia.com
investapedia.com
investingnewsletters.com
investipedia.com
investoepdia.com
investoguide.com
investopdia.com
investopedia.biz
investopedia.cc
investopedia.com
investopedia.info
investopedia.net
investopedia.org
investopedia.tv
investopedia.us
investopediaresearch.com
investopeida.com
investopia.com
investopia.net
investopia.org
investopiedia.com
investoprda.com

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investoreducation.com
investorpedia.com
investpedia.com
invetsopedia.com
invistopedia.com
invlocal.com
invstopedia.com
invwf.com
ivnestopedia.com
series7.com
stockmarketclips.com
taxopedia.com
tradingkits.com
investopedia.co.uk

Exhibit B

Registered Copyrights (Canada)

Registration Number	Description
1047859	Investopedia Dictionary available at www.investopedia.com .
1047859	www.investopedia.com , a website including, without limitation: text, computer programming, images, page design, tables and table design.
1047859	www.investopedia.com , a website including, without limitation: text, computer programming, images, page design, tables and table design.
1047860	www.bkforexadvisor.com , a website including, without limitation: text, computer programming, images, paper design, tables and table design.
1047860	advisor.investopedia.com , a website including, without limitation: text, computer programming, images, page design, tables and table design.
1047862	www.chartadvisor.com , a website including, without limitation: text, computer programming, images, page design, tables and table design.

Exhibit C

Trademarks (Canada)

Trademark	Registration Number
INVESTOPEDIA	TMA698629

Trademarks (U.S.)

Trademark	Registration Number
INVESTOPEDIA	2870816

Trademarks (U.K.)

Trademark	Registration Number
INVESTOPEDIA	2444329

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