

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Interest Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franchise Gator, L.L.C.		05/16/2006	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	aQuantive, Inc.		
Street Address:	821 Second Avenue		
Internal Address:	Suite 1800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3022913	FRANCHISEGATOR.COM	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jason S. Howell		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	29150-4000.0000.GX79		
NAME OF SUBMITTER:	Jason S. Howell		
Signature:	/Jason S. Howell/		

CH \$40.00 3022913

Date:

05/20/2008

Total Attachments: 11

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INTEREST PURCHASE AGREEMENT

by and among

aQUANTIVE, INC.

FRANCHISE GATOR, L.L.C.

and

KURT ROBERTSON

Dated as of May 16, 2006

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INTEREST PURCHASE AGREEMENT

This Interest Purchase Agreement (this "*Agreement*") is made and entered into as of May 16, 2006, by and among aQuantive, Inc., a Washington corporation ("*Buyer*"), Franchise Gator, L.L.C., a Georgia limited liability company (the "*Company*"), and Kurt Robertson, the sole member and equity owner of the Company ("*Member*").

RECITALS

A. The Member owns the Interests (as defined below) and desires and intends to sell all the Interests to Buyer at the price and on the terms and subject to the conditions set forth below.

B. Buyer desires and intends to purchase the Interests from the Member at the price and on the terms and subject to the conditions set forth below.

AGREEMENT

In consideration of the terms hereof, the parties hereto agree as follows:

ARTICLE I - PURCHASE AND SALE OF INTERESTS

1.1 Purchase and Sale of Interests

On the terms and subject to the conditions of this Agreement, Buyer agrees to purchase the Interests from the Member, and the Member agrees to sell the Interests to Buyer.

1.2 Consideration for Interests

The aggregate purchase price for the Interests shall be twenty one million six hundred fifty five thousand dollars (\$21,655,000) in cash (the "*Purchase Price*"), subject to adjustment as set forth in Section 1.3 and payable as set forth in this Section 1.2.

1.2.1 Closing Amount

At the Closing, Buyer shall pay the Member (or such other Persons as have been designated by the Member in the Funds Flow Memo), by wire transfer, an aggregate of nineteen million six hundred fifty five thousand dollars (\$19,655,000) in cash, less the Transaction Costs reflected on the Transaction Costs Spreadsheet to the extent not paid by Member or the Company at or prior to Closing (the "*Closing Amount*").

1.2.2 Holdback Amount

Buyer shall retain two million dollars (\$2,000,000) of the Purchase Price (the "*Holdback Amount*") as a partial mechanism to satisfy the indemnification obligations of the

affiliated service group, within the meaning of Section 414(m) of the Code, or (d) any other group of Persons treated as a single employer under Section 414(o) of the Code.

2.15.10 Effect of Transactions

Except as set forth on *Schedule 2.15.10 to the Disclosure Memorandum* or as provided in Section 4.10, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement and the other Operative Documents (either alone or upon the occurrence of any additional or subsequent event(s)), will (a) entitle any individual to severance pay, unemployment compensation or any other payment from the Company, Buyer or any Employee Benefit Plan, (b) otherwise increase the amount of compensation due to any individual or forgive indebtedness owed by any individual, (c) result in any benefit or right becoming established or increased, or accelerate the time of payment or vesting of any benefit, under any Employee Benefit Plan, or (d) require the Company or Buyer to transfer or set aside any assets to fund or otherwise provide for any benefits for any individual.

2.15.11 Leased Employees

No "leased employee," as defined in Section 414(n) of the Code, performs, or has ever performed, services for the Company.

2.16 Intellectual Property

2.16.1 Company Intellectual Property; No Impairment

Except as set forth in *Schedule 2.16.1 to the Disclosure Memorandum*, the Company (a) exclusively owns or (b) has sufficient rights to all Company Technology and to exercise all Company Intellectual Property Rights (collectively, the "*Company IP*"). The Company IP is sufficient for the conduct of the Company's business as currently conducted. Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated herein will (a) cause the termination of, or give rise to a right of termination of, any Company IP or (b) impair the right of the Company to use, distribute, display, sell, license or otherwise exploit any Company IP, to the extent the Company had those rights in the Company IP prior to the execution, delivery or performance of the Agreement.

2.16.2 Intellectual Property Agreements

Schedule 2.16.2 to the Disclosure Memorandum sets forth all license agreements or other contracts pursuant to which the Company has the right to use, develop, distribute, publish, display, sell or otherwise exploit any Third Party IP (the "*Inbound Licenses*") (except *Schedule 2.16.2 to the Disclosure Memorandum* does not set forth standard end user license agreements for off-the-shelf software not in excess of \$1,000 per seat or license agreements or contracts between the Company and a sponsor that includes a grant for the Company to

property right by the Company or any customer, or the Company IP or claiming that any other Person has any Claim of infringement, violation or misappropriation with respect thereto. Neither the Company nor the Member has received any written opinions of counsel (outside or inside) relating to infringement, invalidity or unenforceability of any Company IP. To the Company's Knowledge, except as set forth in *Schedule 2.16.5 to the Disclosure Memorandum*, no trademark, service mark, domain name or trade name owned, used or applied for by the Company is confusingly similar to any trademark, service mark, domain name or trade name owned, used or applied for by any third Person in any jurisdiction in which the Company uses such trademark, service mark, domain name or trade name.

2.16.6 Intellectual Property Registrations

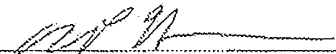
Schedule 2.16.6 to the Disclosure Memorandum sets forth all registrations made by or on behalf of the Company of any patents, copyrights, trademarks, service marks, domain names or URLs and all applications and registrations of any Company-Owned IP and all foreign equivalents (collectively, "*Company IP Registrations*"). All Company IP Registrations are valid, enforceable and subsisting. There are no actions that must be taken by the Company within 60 days after the date of this Agreement for the purpose of obtaining, maintaining, perfecting, preserving or renewing any Company IP Registration. The Company has not conducted its business, and has not used or enforced (or failed to use or enforce) the Company IP, in a manner that would result in the abandonment, cancellation or unenforceability of any item of the Company IP or the Company IP Registrations, and the Company has not taken (or failed to take) any action that would result in the forfeiture or relinquishment of any of the Company IP or Company IP Registrations. *Schedule 2.16.6 to the Disclosure Memorandum* also list(s) all trademarks, trade names, brand names, service marks, logos or other identifiers and domain names used by the Company, but for which no registration has yet been sought. There are and have been no claims asserted, or to the Knowledge of the Company threatened, that any of the Company-Owned IP is invalid, nor are there or have there been any interferences, re-examinations, cancellation proceedings or oppositions brought or threatened to be brought involving any of the Company-Owned IP. The Company has not received written notice asserting a claim or threatening that any of the Company IP, other than Company-Owned IP, is invalid, nor has the Company received written notification that an interference, re-examination, cancellation proceeding, or opposition is being brought or threatened against Company IP, other than Company-Owned IP. The Company has the exclusive right to file, prosecute and maintain all applications and registrations with respect to the Company-Owned IP.

2.16.7 Confidentiality

The Company has taken necessary and appropriate steps to protect, preserve and maintain the secrecy and confidentiality of its confidential and proprietary information and data so as to prevent such information from being disclosed to Persons other than officers, managers and employees of the Company. Without limiting the foregoing, except as set forth in *Schedule 2.16.7 to the Disclosure Memorandum*, the Company has (a) not disclosed confidential or proprietary information to any Person other than an officer, manager, employee

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

aQuantive, Inc.

By 

Its President & CEO

Franchise Gator, L.L.C.

By _____

Kurt Robertson
Sole Member

MEMBER

Kurt Robertson

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

aQuantive, Inc.

By _____

Its _____

Franchise Gator, L.L.C.

By:  _____

Kurt Robertson
Sole Member

MEMBER

 _____
Kurt Robertson

Schedule 2.16.6
Intellectual Property Registrations

1. Domains:
 - a. www.franchisegator.com
 - b. www.franchisegator.co.uk

2. Marks:
 - a. franchisegator.com (and design): registration no. 3,022,913; registered December 6, 2005

Closing, relating to the protection of human health from hazardous materials, protection of natural resources or protection of the environment.

"**ERISA**": The Employee Retirement Income Security Act of 1974, and all rules and regulations promulgated thereunder, all as in effect from time to time.

"**Final GAAP Working Capital Account Listing**": Is defined in Section 1.3(a).

"**Financial Statements**": Is defined in Section 2.6.

"**Five Year Noncompetition Period**": Is defined in Section 7.1.1.

"**Franchise Business Competitors**": Is defined in Section 7.1.1.

"**Funds Flow Memo**": Means a memo prepared and executed by Member specifying those Persons to whom the Member has requested Buyer to wire a portion of the Closing Amount and containing applicable wire transfer instructions.

"**GAAP**": Generally accepted accounting principles in the United States.

"**Governmental Body**": Any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Holdback Amount**": Is defined in Section 1.2.2.

"**Inbound Licenses**": Is defined in Section 2.16.2.

"**Indemnification Claim(s)**": Any claim(s) for indemnification under Article VIII.

"**Indemnified Party**": Is defined in Section 8.4(f).

"**Indemnifying Party**": Is defined in Section 8.4(f).

"**Initial GAAP Working Capital Account Listing**": Is defined in Section 1.3(a).

"**Intellectual Property Agreements**": Is defined in Section 2.16.2.

"**Interest Purchase Rights**": Is defined in Section 2.3(b).

"**Interests**": The limited liability company membership interests of the Company to be purchased by Buyer, representing 100% of the outstanding limited liability company membership interests of the Company.

"**IRS**": The United States Internal Revenue Service.