

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
Ryan Perry Enterprises, Inc.		06/16/2008	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Uprox Media, Inc.		
Street Address:	1602 Alton Road #447		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77341054	WITHLEATHER.COM	
CORRESPONDENCE DATA			
Fax Number:	(480)632-2928		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	480-813-0444		
Email:	brent@brysonlegal.com		
Correspondent Name:	Brent H. Bryson		
Address Line 1:	1819 E. Southern Avenue, Suite B-15		
Address Line 4:	Mesa, ARIZONA 85204		
NAME OF SUBMITTER:	Brent H. Bryson		
Signature:	/Brent H. Bryson/		
Date:	06/17/2008		

Total Attachments: 31
 source=Withleather Purchase Agreement signed#page1.tif

OP \$40.00 77341054

source=Withleather Purchase Agreement signed#page2.tif
source=Withleather Purchase Agreement signed#page3.tif
source=Withleather Purchase Agreement signed#page4.tif
source=Withleather Purchase Agreement signed#page5.tif
source=Withleather Purchase Agreement signed#page6.tif
source=Withleather Purchase Agreement signed#page7.tif
source=Withleather Purchase Agreement signed#page8.tif
source=Withleather Purchase Agreement signed#page9.tif
source=Withleather Purchase Agreement signed#page10.tif
source=Withleather Purchase Agreement signed#page11.tif
source=Withleather Purchase Agreement signed#page12.tif
source=Withleather Purchase Agreement signed#page13.tif
source=Withleather Purchase Agreement signed#page14.tif
source=Withleather Purchase Agreement signed#page15.tif
source=Withleather Purchase Agreement signed#page16.tif
source=Withleather Purchase Agreement signed#page17.tif
source=Withleather Purchase Agreement signed#page18.tif
source=Withleather Purchase Agreement signed#page19.tif
source=Withleather Purchase Agreement signed#page20.tif
source=Withleather Purchase Agreement signed#page21.tif
source=Withleather Purchase Agreement signed#page22.tif
source=Withleather Purchase Agreement signed#page23.tif
source=Withleather Purchase Agreement signed#page24.tif
source=Withleather Purchase Agreement signed#page25.tif
source=Withleather Purchase Agreement signed#page26.tif
source=Withleather Purchase Agreement signed#page27.tif
source=Withleather Purchase Agreement signed#page28.tif
source=Withleather Purchase Agreement signed#page29.tif
source=Withleather Purchase Agreement signed#page30.tif
source=Withleather Purchase Agreement signed#page31.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of June 16, 2008 by and between Uproxx Media, Inc., a Delaware corporation (the "Buyer"), and Fat Penguin Media, L.L.C., an Arizona corporation (the "Seller").

This Agreement contemplates a transaction in which the Buyer will purchase certain of the assets and assume certain of the liabilities of the Seller.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article VIII.

In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE I THE ASSET PURCHASE

1.1 Purchase and Sale of Assets.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

1.2 Assumption of Liabilities.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall assume and become responsible for, from and after the Closing, the Assumed Liabilities.

(b) Notwithstanding the terms of Section 1.2(a) or any other provision of this Agreement to the contrary, the Buyer shall not assume or become responsible for, and the Seller shall remain liable for, the Retained Liabilities.

1.3 Purchase Price. The Purchase Price to be paid by the Buyer for the Acquired Assets at the Closing shall be an amount equal to the Seller Consideration, payable as follows:

(a) At the Closing, the Buyer shall pay to the Seller the Initial Payment by check or wire transfer or immediately available funds; and

(b) Within ten (10) days of the last calendar day of each month beginning with July, 2008 and ending with September, 2009, solely in the event the URL www.withleather.com (or its successor location on the Uproxx network) achieves (i) eighty

_____ (ii) eighty percent (80%) of the Average Page Views Per Month and (iii) eighty percent (80%) of the Average Absolute Unique Users Per Month for such month, each as reported by Google Analytics or a similar metric tracking system, the Buyer shall pay to the Seller a Contingent Monthly Payment by check or wire transfer of immediately available funds. For purposes of clarification, in the event the URL www.withleather.com fails to achieve (i) eighty percent (80%) of the Average Visits Per Month, and (ii) Average Page Views Per Month and (iii) eighty percent (80%) of the Average Absolute Unique Users Per Month for a given month, each as reported by Google Analytics or a similar metric tracking system, the Contingent Monthly Payment for such month shall be forfeited by the Seller and the Seller shall have no right to receive such Contingent Monthly Payment from the Buyer. Notwithstanding the foregoing, in the event the Average Visits Per Month, Average Page Views Per Month and/or Average Absolute Unique Users Per Month required for the Seller to receive a Contingent Monthly Payment are not achieved for a given month, and during such month, the URL www.withleather.com (or its successor location on the Uproxx network) fails to be operational for sixty (60) or more Prime Time Hours during such month, the Buyer shall pay to the Seller the Contingent Monthly Payment for such month.

1.4 The Closing.

(a) The Closing shall take place at the offices of Bingham McCutchen LLP, 399 Park Avenue, New York, New York, or at such other location as the Parties may mutually agree. The Closing shall commence at 10:00 a.m. local time on the Closing Date. All transactions at the Closing shall be deemed to take place simultaneously, and no transaction shall be deemed to have been completed and no documents or certificates shall be deemed to have been delivered until all other transactions are completed and all other documents and certificates are delivered.

(b) At the Closing:

(i) the Seller shall deliver to the Buyer the various certificates, instruments and documents referred to in Section 5.1;

(ii) the Seller shall execute and deliver to the Buyer a bill of sale and assignment and assumption agreement in substantially the form attached hereto as Exhibit A, one or more trademark assignments in substantially the form attached hereto as Exhibit B, one or more URL assignments in substantially the form attached hereto as Exhibit C, and such other assignments and instruments of conveyance (such as assigned certificates or documents of title, assigned negotiable instruments and foreign patent assignments) as the Buyer may reasonably request in order to effect the sale, transfer, conveyance and assignment to the Buyer of valid ownership of the Acquired Assets;

(iii) the Seller shall deliver to the Buyer, or otherwise put the Buyer in possession and control of, all of the Acquired Assets of a tangible nature.

1.5 Further Assurances. At any time and from time to time after the Closing, at the request of the Buyer and without further consideration, the Seller shall execute and deliver such other instruments of sale, transfer, conveyance and assignment and take such actions as the Buyer may reasonably request to more effectively transfer, convey and assign to the Buyer, and to confirm the Buyer's rights to, title in and ownership of, the Acquired Assets and to place the Buyer in actual possession and operating control thereof.

1.6 Purchase Price Allocation. Within sixty (60) days of the Closing, the Buyer and the Seller shall mutually agree upon a statement (the "Allocation Statement") setting forth the value of the Acquired Assets, which shall be used for the allocation of the Purchase Price (together with the Assumed Liabilities) among the Acquired Assets. The Buyer and the Seller agree to report an allocation of such Purchase Price among the Acquired Assets in a manner entirely consistent with the Allocation Statement, unless otherwise required to do otherwise by a Tax authority, and agree to act in accordance with such Allocation Statement in the preparation of financial statements and the filing of all Tax Returns (including, without limitation, filing Internal Revenue Service Form 8594 with a federal income tax return for the taxable year that includes the date of the Closing) and in the course of any Tax audit, Tax review or Tax litigation relating thereto. In the event that such allocation is disputed by any Tax authority, the Party receiving notice of the dispute shall promptly notify the other Party and shall forward to such other Party copies of all correspondence with such Tax authority in respect of such disputed allocation.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that, except as set forth in the Disclosure Schedule, the statements contained in this Article II are true and correct as of the date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date). The Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II.

2.1 Organization, Qualification and Corporate Power. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona. The Seller is duly qualified to conduct business and is in good standing under the laws of each jurisdiction in which the failure to so qualify would reasonably be expected to have a Seller Material Adverse Effect. The Seller has all requisite power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Seller is not in default under or in violation of any provision of its constituent or governing documents.

2.2 Authorization of Transaction. The Seller has all requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder. The execution and delivery by the Seller of this Agreement and the performance by the Seller of this Agreement and the Ancillary Agreements and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary limited liability action on the part of the

Seller, including the managers and members of the Seller. This Agreement has been duly and validly executed and delivered by the Seller and constitutes, and each of the Ancillary Agreements, upon its execution and delivery by the Seller, will constitute, a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be subject to general principles of equity.

2.3 Noncontravention. Neither the execution and delivery by the Seller of this Agreement or the Ancillary Agreements, nor the consummation by the Seller of the transactions contemplated hereby or thereby, will (a) conflict with or violate any provision of the constituent or governing documents of the Seller; (b) require on the part of the Seller any notice to or filing with, or any permit, authorization, consent or approval of, any Governmental Entity; (c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any Person the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Seller is a party or by which the Seller is bound or to which any of its properties or assets is subject, (d) result in the imposition of any Security Interest upon any assets of the Seller; or (e) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Seller or any of its properties or assets.

2.4 Tax Matters.

(a) The Seller has properly filed on a timely basis all Tax Returns that it was required to file, and all such Tax Returns were true, correct and complete in all material respects. The Seller has paid on a timely basis all Taxes that were due and payable. All Taxes that the Seller was required by law to withhold or collect have been duly withheld or collected and, to the extent required, have been properly paid to the appropriate Governmental Entity. There are no Liens for Taxes upon any of the assets or properties of the Seller.

(b) None of the Acquired Assets (i) is “tax-exempt use property” within the meaning of Section 168(h) of the Code; or (ii) is subject to a lease under Section 7701(h) of the Code or under any predecessor section.

(c) The Seller is not a party to a lease that is treated as a “section 467 rental agreement” within the meaning of Section 467(d) of the Code.

2.5 Assets.

(a) The Seller is the true and lawful owner, and has good title to, all of the Acquired Assets (tangible or intangible), free and clear of all Security Interests. The Acquired Assets are sufficient for the conduct of the Acquired Business as presently conducted and as presently proposed to be conducted. Upon execution and delivery by the Seller to the Buyer of the instruments of conveyance referred to in Section 1.4(b)(ii), the Buyer will become the true and lawful owner of, and will receive good title to, the Acquired Assets, free and clear of all Security Interests.

(b) Each tangible Acquired Asset is free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition and

repair (subject to normal wear and tear) and is suitable for the purposes for which it presently is used.

(c) Each item of equipment, motor vehicle and other asset that is being transferred to the Buyer as part of the Acquired Assets and that the Seller has possession of pursuant to a lease agreement or other contractual arrangement is in such condition that, upon its return to its lessor or owner under the applicable lease or contract, the obligations of the Seller to such lessor or owner will have been discharged in full.

2.6 Intellectual Property.

(a) *Seller Registrations.* Section 2.6(a) of the Disclosure Schedule lists all Seller Registrations, in each case enumerating specifically the applicable filing or registration number, title, jurisdiction in which filing was made or from which registration issued, date of filing or issuance, names of all current applicant(s) and registered owners(s), as applicable. All assignments of Seller Registrations to the Seller have been properly executed and recorded. To the knowledge of the Seller, all Seller Registrations are valid and enforceable and all issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the Seller. The Seller has made available to the Buyer a copy of each pending application or other filing for Patent Rights or Trademarks.

(b) *Prosecution Matters.* The Seller has not received notice of any inventorship challenges, opposition or nullity proceedings, reexaminations, reissues or interferences declared, commenced or provoked with respect to any Patent Rights included in the Seller Registrations, and to the knowledge of the Seller, none has been threatened. The Seller has not received notice of any ownership challenges, oppositions, interferences, or cancellation proceedings declared, commenced or provoked with respect to any Trademark included in the Seller Registrations, and to the knowledge of the Seller, none has been threatened. The Seller has complied with its duty of candor and disclosure to the United States Patent and Trademark Office and any relevant foreign patent office with respect to all patent and trademark applications filed by or on behalf of the Seller and has made no misrepresentation in such applications. The Seller has no knowledge of any information that would preclude the Seller from having clear title to the Seller Registrations or affecting the patentability, validity, or enforceability of any Seller Registrations.

(c) *Ownership; Sufficiency.* Each item of Seller Intellectual Property will be owned or available for use by the Buyer immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. The Seller is the sole and exclusive owner of all Seller Owned Intellectual Property, free and clear of any Security Interests. The Seller Intellectual Property constitutes all Intellectual Property necessary (i) to Exploit the Internal Systems as they are currently used and as proposed to be used; and (ii) to conduct the Acquired Business in the manner currently conducted and as proposed to be conducted. All Internal Systems that are material to the Acquired Business of the Seller are listed and described in Section 2.6(c) of the Disclosure Schedule.

(d) *Protection Measures.* The Seller has used reasonable best efforts to protect the proprietary nature of each item of Seller Owned Intellectual Property, and to maintain

in confidence all trade secrets and confidential information comprising a part thereof. The Seller has complied in all material respects with all applicable contractual and legal requirements pertaining to information privacy and security. The Seller has not received any notice of any complaint relating to an improper use or disclosure of, or a breach in the security of, any such information and, to the knowledge of the Seller, no such complaint has been threatened against the Seller. To the knowledge of the Seller, there has been no: (i) unauthorized disclosure of any third party proprietary or confidential information in the possession, custody or control of the Seller or (ii) breach of the Seller's security procedures wherein confidential information has been disclosed to a third Person.

(e) *Infringement by Seller.* None of the actions taken by Seller in connection with the Acquired Business, or any other activity of the Seller, infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any third Person. None of the Internal Systems owned or licensed by the Seller nor the Seller's Exploitation thereof infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any third Person. Section 2.6(e) of the Disclosure Schedule lists any complaint, claim or notice, or threat of any of the foregoing (including any notification that a license under any patent is or may be required), received by the Seller alleging any such infringement, violation or misappropriation and any request or demand for indemnification or defense received by the Seller from any licensee, reseller, distributor, customer, user or any other third party; and the Seller has made available to the Buyer copies of all such complaints, claims, notices, requests, demands or threats, as well as any legal opinions, studies, market surveys and analyses that the Seller or any Subsidiary has commissioned relating to any alleged or potential infringement, violation or misappropriation.

(f) *Infringement of Seller Rights.* No Person (including, without limitation, any current or former employee or consultant of the Seller) is infringing, violating or misappropriating any of the Seller Owned Intellectual Property or, to the knowledge of the Seller, any Seller Licensed Intellectual Property. The Seller has made available to the Buyer copies of all correspondence, analyses, legal opinions, complaints, claims, notices or threats concerning the validity, infringement, violation or misappropriation of any Seller Owned Intellectual Property of which it is aware.

(g) *Outbound IP Agreements.* Section 2.6(g) of the Disclosure Schedule identifies each license, covenant or other agreement pursuant to which the Seller has assigned, transferred, licensed, distributed or otherwise granted any right or access to Seller Intellectual Property to any Person, or covenanted not to assert any right, with respect to any past or existing Seller Intellectual Property. The Seller has not agreed to indemnify any Person against any infringement, violation or misappropriation of any Intellectual Property rights with respect to any third party Intellectual Property rights. The Seller has made available to the Buyer a copy of each agreement identified in Section 2.6(g) of the Disclosure Schedule. The Seller is not a member of or party to any patent pool, industry standards body, trade association, or other organization pursuant to the rules of which it is obligated to license any existing or future Intellectual Property to any Person.

(h) *Inbound IP Agreements.* Section 2.6(h) of the Disclosure Schedule identifies (i) each item of Seller Licensed Intellectual Property, the license or agreement pursuant

to which the Seller has obtained any rights from any Person in or to such item of Seller Licensed Intellectual Property, and (ii) each agreement, contract, assignment or other instrument pursuant to which the Seller has obtained any joint or sole ownership interest in or to each item of Seller Owned Intellectual Property. With the exception of the items disclosed in Section 2.6(h) of the Disclosure Schedule, no third party inventions, methods, services, materials, processes or Software are included in or required to Exploit the Internal Systems. None of the Internal Systems includes “shareware,” “freeware” or other Software or other material that was obtained by the Seller from third parties other than pursuant to the license agreements listed in Section 2.6(h) of the Disclosure Schedule.

2.7 Contracts.

(a) Section 2.7 of the Disclosure Schedule lists all agreements (written or oral) to which the Seller is a party as of the date of this Agreement that relate to the Acquired Business.

(b) The Seller has made available to the Buyer a complete and accurate copy of each license and agreement listed in Section 2.6 or Section 2.7 of the Disclosure Schedule. With respect to each license and agreement so listed: (i) the license or agreement is legal, valid, binding and enforceable and in full force and effect; (ii) for those licenses or agreements to which the Seller is a party and which constitute Assigned Contracts, the license or agreement is assignable by the Seller to the Buyer without the consent or approval of any party and the license or agreement will continue to be legal, valid, binding and enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing; and (iii) neither the Seller nor, to the knowledge of the Seller, any other party, is in breach or violation of, or default under, any such license or agreement, and no event has occurred, is pending or, to the knowledge of the Seller, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by the Seller or, to the knowledge of the Seller, any other party under such license or agreement.

2.8 Litigation. There is no Legal Proceeding which is pending or, to the knowledge of the Seller, threatened, against the Seller which (a) relates to the Acquired Business, the Acquired Assets or the Assumed Liabilities or (b) in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement. There are no judgments, orders or decrees outstanding against the Seller.

2.9 Legal Compliance. The Seller is currently conducting, and has at all times in the past five years conducted, its businesses in material compliance with each applicable law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any Governmental Entity. The Seller has not received any written, or to the knowledge of the Seller, oral, notice or communication from any Governmental Entity alleging noncompliance with any applicable law, rule or regulation.

2.10 Permits. Section 2.10 of the Disclosure Schedule sets forth a list of all Permits issued to or held by the Seller related to the Acquired Business. Such listed Permits are the only Permits that are required for the Seller to conduct the Acquired Business as presently conducted and as currently proposed to be conducted. Each such Permit is in full force and effect. The

Seller is in compliance in all material respects with the terms of each such Permit, and, to the knowledge of the Seller, no suspension or cancellation of such Permit is threatened orally or in writing. Each such Permit is assignable by the Seller to the Buyer without the consent or approval of any party and will continue in full force and effect immediately following the Closing.

2.11 Brokers' Fees. The Seller has no liability or obligation whatsoever to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

2.12 Books and Records; Bank Accounts. The books and records of the Seller accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of the Seller and have been maintained in accordance with good business and bookkeeping practices.

2.13 Solvency. Immediately following the Closing, (a) the property of the Seller, at a fair valuation, exceeds the sum of its debts (including contingent and unliquidated debts) and (b) the Seller shall be able to pay its debts as they mature.

2.14 Disclosure. No representation or warranty by the Seller contained in this Agreement, and no statement contained in the Disclosure Schedule or any other document, certificate or other instrument delivered or to be delivered by or on behalf of the Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. The Seller has disclosed to the Buyer all material information relating to the Acquired Business and the transactions contemplated by this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that the statements contained in this Article III are true and correct as of the date of this Agreement.

3.1 Organization and Corporate Power. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. The Buyer has all requisite power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

3.2 Authorization of Transactions. The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder. The execution and delivery by the Buyer of this Agreement and the Ancillary Agreements and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the Buyer. This Agreement has been duly and validly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

3.3 Noncontravention. Neither the execution and delivery by the Buyer of this Agreement or the Ancillary Agreements, nor the consummation by the Buyer of the transactions contemplated hereby or thereby, will (a) conflict with or violate any provision of the Certificate of Incorporation or bylaws of the Buyer, (b) require on the part of the Buyer any filing with, or Permit, authorization, consent or approval of, any Governmental Entity, except for (i) any conflict, breach, default, acceleration, termination, modification or cancellation which would not adversely affect the consummation of the transactions contemplated hereby or (ii) any notice, consent or waiver the absence of which would not adversely affect the consummation of the transactions contemplated hereby, or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Buyer or any of its properties or assets.

3.4 Brokers' Fees. The Buyer has no liability or obligation whatsoever to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

ARTICLE IV COVENANTS

4.1 Expenses. Each of the Parties shall bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

4.2 Tax Matters.

(a) *Tax Returns and Payments.* The Seller shall be responsible for and shall timely pay all Taxes of the Seller for all periods and all Taxes that relate to the Acquired Assets that were incurred in or are attributable to any taxable period or portion thereof ending on or before the Closing Date.

(b) *Apportionment.* For any taxable period that includes but does not end on the Closing Date, any real property, personal property and similar Taxes levied with respect to the Acquired Assets shall be apportioned based on the number of days of such taxable period up to and including the Closing Date and the number of days of such taxable period after the Closing Date. The Seller shall timely pay the proportionate amount of any such Taxes that is attributable to the portion of the taxable period ending on the Closing Date. The Seller will cooperate with the Buyer in furnishing information, evidence, testimony and other assistance in connection with any Tax Return filing obligations, actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to any and all periods beginning prior to the Closing.

4.3 FIRPTA Affidavit. At or prior to the Closing, the Seller shall have delivered to the Buyer a certificate in substantially the form of Exhibit D, duly completed and executed pursuant to Section 1.1445-2(b)(2) of the Treasury Regulations, certifying that the Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

4.4 Tax Certificates. Each of the Seller and the Buyer agrees, upon request, to use its reasonable best efforts to promptly obtain any certificate or other document from any Governmental Entity or other person or entity as may be necessary to mitigate, reduce or

eliminate any Taxes that would reasonably be expected to be imposed with respect to the transactions contemplated by this Agreement. The Seller shall notify all relevant Governmental Entities of the transactions contemplated by this Agreement in the form and manner required by such Governmental Entities, if the failure to make such notifications or receive any available tax clearance certificate (“Tax Clearance Certificate”) could result in Buyer being liable for any Taxes of the Seller. If, in respect of any application for a Tax Clearance Certificate made pursuant to this Section 4.4, any Governmental Entity asserts that the Seller is liable for any Tax, the Seller shall promptly pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

4.5 Bulk Transfers Law. The Buyer and the Seller hereby waive compliance with the provisions of each applicable bulk transfers statute (subject to the indemnity provided for in Article VII).

ARTICLE V CONDITIONS TO CLOSING

5.1 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the transactions contemplated by this Agreement to be consummated at the Closing is subject to the satisfaction (or waiver by Buyer) of the following conditions:

(a) the Seller shall have obtained at its own expense (and shall have provided copies thereof to the Buyer) all of the waivers, permits, consents, approvals or other authorizations, and effected all of the registrations, filings and notices, listed on Schedule 5.1(a) attached hereto;

(b) no Legal Proceeding shall be pending or threatened wherein an unfavorable judgment, order, decree, stipulation or injunction would (i) prevent consummation of the transactions contemplated by this Agreement, (ii) cause the transactions contemplated by this Agreement to be rescinded following consummation or (iii) affect adversely the right of the Buyer to own, operate or control any of the Acquired Assets, or to conduct the Acquired Business following the Closing, and no such judgment, order, decree, stipulation or injunction shall be in effect;

(c) the Buyer shall have received such other certificates and instruments (including certificates of good standing of the Seller in its jurisdiction of incorporation, certified constituent documents, certificates as to the incumbency of officers and the adoption of authorizing resolutions) as it shall reasonably request in connection with the Closing.

5.2 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the transactions contemplated by this Agreement to be consummated at the Closing is subject to the satisfaction of the following conditions:

(a) no Legal Proceeding shall be pending or threatened wherein an unfavorable judgment, order, decree, stipulation or injunction would (i) prevent consummation of the transactions contemplated by this Agreement or (ii) cause the transactions contemplated by this Agreement to be rescinded following consummation, and no such judgment, order, decree, stipulation or injunction shall be in effect.

ARTICLE VI POST-CLOSING COVENANTS

6.1 Proprietary Information. From and after the Closing, the Seller shall not disclose or make use of (except to pursue its rights under this Agreement or the Ancillary Agreements), and shall use its best efforts to cause all of its Affiliates not to disclose or make use of, any knowledge, information or documents of a confidential nature or not generally known to the public with respect to Acquired Assets, the Acquired Business or the Buyer or its business, except to the extent that such knowledge, information or documents shall have become public knowledge other than through improper disclosure by the Seller or an Affiliate. The Seller shall enforce, for the benefit of the Buyer, all non-competition, non-solicitation, confidentiality, invention assignments and similar agreements between the Seller and any other Person relating to the Acquired Assets or the Acquired Business which are not Assigned Contracts.

6.2 Business Inquiries. From and after the Closing, the Seller shall, and shall use its reasonable best efforts to cause its Affiliates to, refer all inquiries regarding the Acquired Business to the Buyer.

6.3 Tax Matters. The Seller shall be responsible for and shall timely pay all transfer, sales, use, stamp, conveyance, value added, recording, registration, documentary, filing and other similar non-income Taxes and administrative fees (including, without limitation, notary fees) arising in connection with the transfer by the Seller of the Acquired Assets to the Buyer.

6.4 Sharing of Data.

(a) The Seller shall have the right for a period of seven (7) years following the Closing Date to have reasonable access to such books, records and accounts that are transferred to the Buyer pursuant to the terms of this Agreement for the limited purposes of concluding its involvement in the Acquired Business prior to the Closing Date and for complying with its obligations under applicable securities, Tax, environmental, employment or other laws and regulations. The Buyer shall have the right for a period of seven (7) years following the Closing Date to have reasonable access to those books, records and accounts that are retained by the Seller pursuant to the terms of this Agreement to the extent that any of the foregoing is needed by the Buyer for the purpose of conducting the Acquired Business after the Closing and complying with its obligations under applicable securities, Tax, environmental, employment or other laws and regulations. Neither the Buyer nor the Seller shall destroy any such books, records or accounts retained by it without first providing the other Party with the opportunity to obtain or copy such books, records, or accounts at such other Party's expense.

(b) Promptly upon request by the Buyer made at any time following the Closing Date, the Seller shall authorize the release to the Buyer of all files pertaining to the Acquired Assets or the Acquired Business held by any federal, state, county or local authorities, agencies or instrumentalities.

6.5 Cooperation in Litigation. From and after the Closing Date, each Party shall fully cooperate with the other in the defense or prosecution of any litigation or proceeding already instituted or which may be instituted hereafter against or by such other Party relating to or arising

out of the conduct of the Acquired Business prior to or after the Closing Date (other than litigation among the Parties and/or their Affiliates arising out the transactions contemplated by this Agreement). The Party requesting such cooperation shall pay the reasonable out-of-pocket expenses incurred in providing such cooperation (including legal fees and disbursements) by the Party providing such cooperation and by its officers, directors, employees and agents, but shall not be responsible for reimbursing such Party or its officers, directors, employees and agents, for their time spent in such cooperation.

6.6 Enforcement of Insurance Claims. The Seller hereby assigns to the Buyer the right to pursue and enforce, and hereby irrevocably appoints the Buyer as its true and lawful attorney-in-fact with full power in the name of and on behalf of the Seller for the purpose of pursuing and enforcing, any and all rights of the Seller under any insurance policies of the Seller which are not assigned to the Buyer pursuant to this Agreement with respect to any occurrence, claim or loss which such occurrence, claim or loss is the subject of an indemnity obligation by the Seller to the Buyer under Article VII; provided, that the Buyer may not exercise such right or power unless Seller fails to promptly and expeditiously pursue and enforce its rights under its insurance policies with respect to such occurrence, claim or loss. The power of attorney conferred upon the Buyer by the Seller pursuant to this Section 6.6 is an agency coupled with an interest and all authority conferred hereby shall be irrevocable, and shall not be terminated by the dissolution or the liquidation of the Seller or any other act of the Seller.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification by the Seller. The Seller shall indemnify the Buyer in respect of, and hold the Buyer harmless against, any and all Damages incurred or suffered by the Buyer or any Affiliate thereof resulting from, relating to or constituting:

(a) any breach, as of the date of this Agreement, of any representation or warranty of the Seller contained in this Agreement, any Ancillary Agreement or any other agreement, certificate or instrument furnished by the Seller to the Buyer pursuant to this Agreement;

(b) any failure to perform any covenant or agreement of the Seller contained in this Agreement, any Ancillary Agreement or any agreement or instrument furnished by the Seller to the Buyer pursuant to this Agreement;

(c) the failure of the Buyer and the Seller, in connection with the sale of the Acquired Assets by the Seller to the Buyer pursuant to this Agreement, to comply with, and obtain for the Buyer the benefits afforded by compliance with, any applicable bulk transfers laws; or

(d) any Retained Liability.

7.2 Survival of Representations and Warranties. All representations and warranties that are covered by the indemnification agreement in Section 7.1(a) shall (a) survive the Closing and (b) shall expire at 5:00 p.m. Eastern Time, on the eighteen (18) month anniversary of the

Closing Date. Each of the covenants contained herein shall survive in accordance with their terms.

7.3 Additional Considerations; Right of Set Off.

(a) All indemnification payments made by the Seller under this Article VII shall be treated as downward adjustments to the Purchase Price for Tax purposes.

(b) Buyer shall have the right to set off any amount owed by Seller to Buyer in respect of the indemnification provisions of this Article VII against the Contingent Monthly Payments.

ARTICLE VIII DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

“Acquired Assets” shall mean the assets, properties and rights of the Seller (which shall not in any event include any of the Excluded Assets) listed on Exhibit E:

“Acquired Business” shall mean the Seller’s business of creating and managing online sports and entertainment oriented digital content on the URL www.withleather.com and related URLs.

“Affiliate” shall mean any affiliate, as defined in Rule 12b-2 under the Securities Exchange Act of 1934.

“Allocation Statement” shall have the meaning set forth in Section 1.6.

“Ancillary Agreements” shall mean the bill of sale and other instruments of conveyance referred to in Section 1.4(b)(ii).

“Assigned Contracts” shall mean those contracts, agreements and instruments listed on Schedule 8 related to the Acquired Business.

“Assumed Liabilities” shall mean only the obligations of the Seller arising after the Closing under the Assigned Contracts.

“Average Absolute Unique Users Per Month” shall mean 760,869 Absolute Unique Users, as an Absolute Unique User is typically reported on Google Analytics.

“Average Page Views” shall mean 4,000,000 Page Views, as a Page View is typically reported on Google Analytics.

“Average Visits” shall mean 1,841,316 Visits, as a Visit is typically reported on Google Analytics.

“Buyer” shall have the meaning set forth in the first paragraph of this Agreement.

“Closing” shall mean the closing of the transactions contemplated by this Agreement.

“Closing Date” shall mean the date hereof.

“Code” shall mean the Internal Revenue Code of 1986.

“Confidentiality Agreement” shall mean the Confidentiality Agreement by and between the Buyer and the Seller as currently in effect on the date of this Agreement.

“Contingent Monthly Payments” shall mean fifteen (15) monthly payments of \$20,000 to the extent they are earned, as provided in Section 1.3(b) hereof.

“Damages” shall mean any and all debts, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), diminution in value, monetary damages, fines, fees, penalties, interest obligations, deficiencies, losses and expenses (including amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of accountants, financial advisors and other experts, reasonable fees and expense of attorneys, and other expenses of litigation, arbitration or other dispute resolution proceedings).

“DGCL” shall mean the General Corporation Law of the State of Delaware.

“Disclosure Schedule” shall mean the disclosure schedule provided by the Seller to the Buyer on the date hereof and accepted by the Buyer.

“Excluded Assets” shall mean the following assets of the Seller:

- (a) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of the Seller as a corporation;
- (b) all rights relating to refunds, recovery or recoupment of Taxes;
- (c) any of the rights of the Seller under this Agreement or under the Ancillary Agreements;
- (d) all capital stock held by the Seller in any subsidiary;
- (e) all insurance policies of the Seller; and
- (f) any other assets of the Seller unrelated to the Acquired Business.

“Exploit” shall mean develop, design, test, modify, make, use, sell, have made, have used, have sold, import, export, seek and maintain regulatory approvals, seek and maintain pricing and reimbursement approvals, reproduce, market, distribute, license, partner, commercialize, support, maintain, correct and create derivative works of.

“Governmental Entity” shall mean any federal, state, local or foreign court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority, agency or entity.

“Initial Payment” shall mean \$150,000.

“Intellectual Property” shall mean the following subsisting throughout the world:

- (a) Patent Rights;
- (b) Trademarks and all goodwill in the Trademarks;
- (c) copyrights, designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors;
- (d) inventions, invention disclosures, statutory invention registrations, trade secrets and confidential business information, know-how, processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, digital content and works of authorship whether patentable or nonpatentable, whether copyrightable or noncopyrightable and whether or not reduced to practice; and
- (e) other proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the laws of all jurisdictions).

“Intellectual Property Registrations” means Patent Rights, registered Trademarks, registered copyrights and designs, registered URLs, registered Internet domain names, and applications for each of the foregoing.

“Internal Systems” shall mean the Software and documentation and the computer, communications and network systems (both desktop and enterprise-wide) used by the Seller in the Acquired Business.

“Legal Proceeding” shall mean any action, suit, proceeding, claim, arbitration or investigation by or before any Governmental Entity or before any arbitrator.

“Parties” shall mean the Buyer and the Seller.

“Patent Rights” shall mean all issued patents, patent applications, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including all related continuations, continuations-in-part, divisionals, reissues and reexaminations), whether in the United States or other countries, that are Acquired Assets.

“Permits” shall mean all permits, licenses, registrations, certificates, orders, approvals, franchises, variances and similar rights issued by or obtained from any Governmental Entity.

“Person” shall mean any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

“Prime Time Hour” shall mean a sixty (60) minute unit of time between 8:00 am and 8:00 pm EST on a Monday, Tuesday, Wednesday, Thursday or Friday.

“Purchase Price” shall mean the purchase price to be paid by the Buyer for the Acquired Assets at the Closing, as set forth in Section 1.3.

“Retained Liabilities” shall mean any and all liabilities or obligations (whether known or unknown, absolute or contingent, liquidated or unliquidated, due or to become due and accrued or unaccrued, and whether claims with respect thereto are asserted before or after the Closing) of the Seller which are not Assumed Liabilities. The Retained Liabilities shall include, without limitation, all liabilities and obligations of the Seller:

- (a) for income, transfer, sales, use or other Taxes arising in connection with the consummation of the transactions contemplated by this Agreement;
- (b) for costs and expenses incurred in connection with this Agreement or the consummation of the transactions contemplated by this Agreement;
- (c) under this Agreement or the Ancillary Agreements;
- (d) for any Taxes, including deferred taxes or taxes measured by income of the Seller, any liabilities for federal or state income tax and FICA taxes of employees of the Seller which the Seller is legally obligated to withhold, any liabilities of the Seller for employer FICA and unemployment taxes incurred, and any liabilities of the Seller for sales, use or excise taxes or customs and duties;
- (e) arising prior to the Closing under the Assigned Contracts, and all liabilities for any breach, act or omission by the Seller prior to the Closing under any Assigned Contract;
- (f) arising out of events, conduct or conditions existing or occurring prior to or after the Closing that constitute a violation of or non-compliance with any law, rule or regulation, any judgment, decree or order of any Governmental Entity, or any Permit;
- (g) to pay severance benefits to any employee of the Seller whose employment is terminated (or treated as terminated) in connection with the consummation of the transactions contemplated by this Agreement, and all liabilities resulting from the termination of employment of employees of the Seller that arose under any federal or state law or under any employee benefit plan established or maintained by the Seller;
- (h) to indemnify any person or entity by reason of the fact that such person or entity was a director, officer, employee, or agent of the Seller or was serving at the request of the Seller as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement,

losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise);

(i) injury to or death of persons or damage to or destruction of property occurring prior to or after the Closing (including any workers compensation claim);

(j) for medical, dental and disability (both long-term and short-term benefits), whether insured or self-insured, owed to employees or former employees of the Seller; and

(k) unrelated to the Acquired Business.

“Security Interest” shall mean any mortgage, pledge, security interest, encumbrance, charge or other lien (whether arising by contract or by operation of law).

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“Seller Consideration” shall mean (a) the Initial Payment plus (b) the Contingent Monthly Payments.

“Seller Intellectual Property” shall mean shall the Seller Owned Intellectual Property and the Seller Licensed Intellectual Property.

“Seller Licensed Intellectual Property” shall mean all Intellectual Property that is licensed to the Seller by any third party that is related to the Acquired Business.

“Seller Material Adverse Effect” shall mean any material adverse change, event, circumstance or development with respect to, or material adverse effect on, (i) the business, assets, liabilities, capitalization, condition (financial or other), prospects, or results of operations of the Seller, or (ii) the ability of the Buyer to operate the Acquired Business immediately after the Closing.

“Seller Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by the Seller, in whole or in part that is related to the Acquired Business.

“Seller Registrations” shall mean Intellectual Property Registrations that are registered or filed in the name of or assigned to the Seller, alone or jointly with others and that are Acquired Assets.

“Software” shall mean computer software code, applications, utilities, development tools, diagnostics, databases and embedded systems, whether in source code, interpreted code or object code form.

“Taxes” shall mean any and all taxes, charges, fees, duties, contributions, levies or other similar assessments or liabilities in the nature of a tax, including, without limitation, income, gross receipts, corporation, *ad valorem*, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, estimated, registration, recording, excise, real property, personal property, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, national

insurance, business license, business organization, environmental, workers compensation, payroll, profits, severance, stamp, occupation, windfall profits, customs duties, franchise and other taxes of any kind whatsoever imposed by the United States of America or any state, local or foreign government, or any agency or political subdivision thereof, and any interest, fines, penalties, assessments or additions to tax imposed with respect to such items or any contest or dispute thereof.

“Tax Clearance Certificate” shall have the meaning set forth in Section 4.4.

“Tax Returns” shall mean any and all reports, returns, declarations, or statements relating to Taxes, including any schedule or attachment thereto and any related or supporting work papers or information with respect to any of the foregoing, including any amendment thereof.

“Trademarks” shall mean all registered trademarks and service marks, logos, Internet domain names, corporate names and doing business designations and all registrations and applications for registration of the foregoing, whether in the United States or other countries, and common law trademarks and service marks and trade dress in the United States that are Acquired Assets.

ARTICLE IX MISCELLANEOUS

9.1 Press Releases and Announcements. No Party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party hereto; provided, however, that a Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing Party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

9.2 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

9.3 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, with respect to the subject matter hereof; provided, that the Confidentiality Agreement shall remain in effect in accordance with its terms.

9.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party hereto. Any attempted assignment in contravention of this provision shall be void.

9.5 Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument. This Agreement may be executed by facsimile signature.

9.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.7 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Seller:

Fat Penguin Media, LLC
2735 East Flower Court
Gilbert, AZ 85298
Attention: Ryan Perry
Fax: (480) 505-5510

If to the Buyer:

Uprox Media, Inc.
1602 Alton Road #447
Miami Beach, FL 33139
Attention: Jarret Myer
Fax: (309) 437-0880

Copy to (which shall not constitute notice hereunder):

Bingham McCutchen LLP
399 Park Avenue
New York, NY 10022
Attention: Shon E. Glusky, Esq.
Fax: (212) 702-3631

Each Party may give any notice, request, demand, claim or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Each Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9.8 Governing Law. All matters arising out of or relating to this Agreement and the transactions contemplated hereby (including without limitation its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York.

9.9 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by a Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by a Party with respect to any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

9.11 Submission to Jurisdiction. Each Party (a) submits to the jurisdiction of any state or federal court sitting in New York in any action or proceeding arising out of or relating to this Agreement or the Ancillary Agreements (including any action or proceeding for the enforcement of any arbitral award made in connection with any arbitration of a Dispute hereunder); (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court; (c) waives any claim of inconvenient forum or other challenge to venue in such court; (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement or the Ancillary Agreements in any other court; and (e) waives any right it may have to a trial by jury with respect to any action or proceeding arising out of or relating to this Agreement or the Ancillary Agreements. Each Party agrees to accept service of any summons, complaint or other initial pleading made in the manner provided for the giving of notices in Section 9.7, provided that nothing in this Section 9.11 shall affect the right of a Party to serve such summons, complaint or other initial pleading in any other manner permitted by law.

9.12 Construction.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(b) Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to (i) such statute or law as from time to time amended, modified or supplemented, including by succession of comparable successor statutes or laws, and (ii) all rules and regulations promulgated thereunder, in each case, unless the context requires otherwise.

(c) Any reference herein to “including” shall be interpreted as “including without limitation.”

(d) Any reference to any Article, Section or paragraph shall be deemed to refer to an Article, Section or paragraph of this Agreement, unless the context clearly indicates otherwise. The words “hereof,” “herein,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The defined terms herein shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(f) Unless otherwise expressly provided herein, any agreement or instrument defined or referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent and references to all attachments thereto and instruments incorporated therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

UPROXX MEDIA, INC.

By: 

Name: Jarret Myer

Title: President

FAT PENGUIN MEDIA, L.L.C.

By: 

Name: Ryan Perry

Title: President

A/72556422.4

Schedule 5.1(a)

Required Consents, Waivers and Approvals

None

Schedule 8

Assigned Contracts

Independent Contractor Agreement by and between the Seller and Michael Patrick Tunison,
dated May 9, 2008

To the extent requested by Buyer, a world-wide, perpetual, royalty free license or sublicense to
use any relevant software not an Acquired Asset in connection with the Acquired Business

Exhibit A

Form of Bill of Sale, Assignment and Assumption Agreement

Exhibit B

Form of Trademark Assignment

Exhibit C

Form of URL Assignment

Exhibit D

Form of FIRPTA Certificate

Exhibit E

Acquired Assets

- (a) All Seller Intellectual Property;
- (b) The Assigned Contracts and all rights thereunder;
- (c) All claims, prepayments, deposits, refunds, causes of action, choses in action, rights of recovery, rights of setoff and rights of recoupment, that are related to the Acquired Business;
- (d) All Permits that are related to the Acquired Business;
- (e) All books, records, accounts, ledgers, files, documents, correspondence, lists (including customer and prospect lists), Intellectual Property records, sales and promotional materials, studies, reports and other printed or written materials, that are related to the Acquired Business;
- (f) All other assets of the Seller related to the Acquired Business; and
- (g) To the extent not otherwise redundant with any of the foregoing:
 - (i) All know-how, processes, technical data, techniques, formulae, confidential business information, data relating to customers, trade secrets, databases and rights in data, and other proprietary information related to the Acquired Business;
 - (ii) Functional specifications of the Seller Intellectual Property;
 - (iii) Any and all Acquired Assets requirement documents created for past, current and future versions of the Acquired Assets;
 - (iv) Build scripts and all build instructions required for the Acquired Assets;
 - (v) The URL for the website www.withleather.com and all variations thereof (the “Websites”) and all similar names and the goodwill associated therewith, together with all trademarks, service marks and trade names of the Seller related to the Acquired Business and the Websites.
 - (v) Any and all prepaid expenses and deposits relating to the operation of the Acquired Business and the Websites;
 - (vi) Any and all database(s) of user accounts and profiles;
 - (vii) Any and all forums (if applicable);
 - (viii) Any and all rights to licensed content and rights in and to user generated content and/or intellectual property in all areas of the Websites;
 - (ix) Any and all HTML, text, and graphics in all areas of the Websites;

(x) Any and all rich media, including all video and audio, wherever hosted, in whatever form (data file such as an mp3 or a hard disc such as a DVD); and

(xi) Advertising and other revenues (if applicable) accruing from and after the Closing Date.

Disclosure Schedule

Section 2.6(a)

The URL for the Websites and the goodwill associated therewith, together with all trademarks, service marks and trade names of Seller related to the Acquired Business and the Websites.

Section 2.6(c)

Elephant Software
Computer Server

Section 2.6(e)

None

Section 2.6(g)

None

Section 2.6(h)

None

Section 2.7

Contract for Advertising Services by and between 3jane Digital Holdings, Inc. and the Seller, dated January 11, 2007 (not an Assigned Contract)

Publisher Order Contract by and between Vibrant Media, Inc. and the Seller, dated April 4, 2008 (not an Assigned Contract)

Independent Contractor Agreement by and between the Seller and Michael Patrick Tunison, dated May 9, 2008

Section 2.10

None