

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Free Power Boards, Inc.		09/10/2008	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	CrowdGather, Inc.		
Street Address:	20300 Ventura Blvd.		
Internal Address:	Suite 330		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91346		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3290053	FREEPOWERBOARDS	
CORRESPONDENCE DATA			
Fax Number:	(310)868-2656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-670-4656		
Email:	david.michail@metlawgroup.com		
Correspondent Name:	David Michail, Esq.		
Address Line 1:	5959 West Century Blvd		
Address Line 2:	Suite 950		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
ATTORNEY DOCKET NUMBER:	01-0249		
NAME OF SUBMITTER:	David Michail		
Signature:	/David Michail/		

OP \$40.00 3290053

Date:

09/12/2008

Total Attachments: 9

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WEB SITES AND DOMAIN NAME

ACQUISITION AND TRANSFER AGREEMENT

This Websites and Domain Name Acquisition and Transfer Agreement ("Agreement") is made and entered into as of the 8th day of September, 2008, by and between, Free Power Boards, Inc. with Federal Tax Id: 20-8893669 located at 251 Water Street P.O. Box 120 Gardiner, ME 04345-0120 (the "Seller") and CrowdGather, Inc. (CrowdGather) offices located at 20300 Ventura Boulevard, Suite 530, Woodland Hills, CA 91364 (the "Buyer") (each a "Party" or "Parties").

WHEREAS, the Seller operates a certain online forum community located at the url www.freepowerboards.com (the "Asset");

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Asset pursuant to the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed by and between the parties as follows:

1. Sale, Assignment and Transfer. Subject to the provisions of this Agreement, Buyer agrees to purchase, and Seller agrees to sell, all Seller's rights, title and interest, to: a) the completed websites as represented by Seller (the "Websites"), including, any and all associated software used in building the Websites and Website users lists and Website data bases containing any Website user or Website information; b) domain names; c) name registrations; d) any goodwill symbolized thereby; and e) and all rights to sue for past infringement, if any, and to receive any recoveries therefor, all as set forth on Exhibit A, hereto and incorporated herein by this reference (the "Purchased Assets"). Seller does hereby sell, assign, convey and transfer to Buyer and Buyer hereby accepts, all of Seller's right, title and interest including but not limited to all of Seller's common law rights in and to the Purchased Assets. In addition Seller hereby sells, assigns, conveys and transfers to Buyer all data, programming code, user or customer lists, moderator contact information and all other information as it pertains to the operation of the Websites listed on Exhibit A. Except as otherwise expressly set forth in Exhibit B attached hereto, the Buyer does not assume any liabilities associated with the Asset.

2. Purchase Price and Costs of Transfer.

2.1. The purchase price (the "Purchase Price") for the Assets to be acquired upon exercise of the Option shall be Fifteen Thousand Five Hundred Dollars (\$15,500).

2.2. The Company shall pay Twelve Thousand Five Hundred Dollars (\$12,500) of the Purchase Price on the Closing Date by wire or cashier's check and the balance of Three Thousand Dollars (\$3,000) in three (3) equal consecutive monthly installments, the first payment thereunder being due and payable thirty (30) days after the Closing Date and the remaining payments being due and payable on the next two (2) monthly anniversaries of the first payment.

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2.3. The Purchase Price and all other amounts owed to Seller by Buyer pursuant to this Section 2 are to be paid pursuant to Section 5 below.

3. Further Arrangements. Seller hereby covenants that it will, at any time upon request of Buyer, execute and deliver to Buyer any new or confirmatory instruments and do and perform (at Buyer's reasonable expense) any other acts which Buyer may reasonably request in order to fully sell assign and transfer to and vest in Buyer, all of Seller's right, title and interest in and to the Purchased Assets, including, without limitation transfer of all Domain Names, software, databases, images, trademarks and hosting agreements.
4. Covenants. Seller hereby covenants that it will not, anywhere in the world, challenge, or cause a third party to challenge, the validity and ownership by Buyer of the Purchased Assets and will not, anywhere in the world directly or indirectly seek to register, defend, compromise or dispute any rights in and to the Purchased Assets. Seller also agrees that it will not create any forum hosting website utilizing phpbb, phpbb2, phpbb3, or vBulletin software for a period of three (3) years beginning on the closing date specified in this agreement. Seller also will not, anywhere in the world, directly or indirectly seek to register or otherwise acquire any rights in any websites, domain names, trade names, trademarks, service marks, or other intellectual property assets that are or may be, or that contain portions that are or may be, confusingly similar to the Purchased Assets. Seller will not use or cause to be used any copies of the Purchased Assets. Notwithstanding anything to the contrary in this agreement, Buyer agrees that Seller shall have the right, presently or at any time in the future, to utilize software other than that named above to create forum hosting websites or other websites so long as said websites do not utilize the Domain Names, software, databases, images, trademarks and hosting agreements that are part of the Purchased Assets or any Domain Names, images, or trademarks that are confusingly similar to the Purchased Assets.

5. Closing.

5.1. The actions to be taken by the parties hereto to close the transaction as provided shall take place on or before 29th September, 2004 (the "Closing Date") on line at the office of, and via the Internet website service of, escrow.com located at <https://www.escrow.com/index.asp> ("Escrow.com"). The Buyer agrees to pay the closing costs. Buyer agrees to place the amount of \$12,500 in an escrow account with escrow.com before requesting seller to transfer purchased assets. At the closing, Seller shall first deliver to Buyer possession of all of the Purchased Assets, including transfer of domains, and good and sufficient instruments of transfer, conveying and transferring the Purchased Assets to Buyer, for review to verify the Purchased Assets are properly accounted for and operational. Upon effective delivery, Seller shall authorize the release payment. The instruments of transfer shall contain covenants and warranties that Seller has good and marketable title in and to the assets.

5.2. Subject to delivery of the Purchased Assets by Seller to Buyer as provided in this Section 5, Buyer shall deliver to Seller and Escrow .com shall pay to Seller the Purchase Price. The Purchase Price shall be payable in cash by check or wire transfer at closing.

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- (j) At all times from inception, the Seller's web site terms of services ("TOS") has specifically provided a disclaimer against warranties for loss of data, and permits the web site operator to turn off the service;
- (k) Seller has no contingent liabilities or other liabilities outside the ordinary course of asset;
- (l) The books and other records of the Seller relating to the Asset are true, correct and complete in all material respects;
- (m) The Purchased Assets include all Purchased Assets used or useful in connection with the operation of the Asset as currently operated;
- (n) Upon the consummation of the transactions contemplated hereby, Seller will transfer good and valid title to the Purchased Assets free and clear of any Liens;
- (o) The Purchased Assets will be fit for their intended purposes and be fully functional as represented prior to the Closing;
- (p) Since Buyer's inspection of the Purchased Assets, there has not been and will not be in the foreseeable future any material damage, destruction, change or loss of any kind or have had a material adverse effect with respect to the Purchased Assets;
- (q) No insolvency proceedings of any character, voluntary or involuntary, affecting the Purchased Assets are pending;
- (r) There are no existing agreements with, options or rights of, or commitments to any person, other than to Buyer, to acquire any of the Purchased Assets or any interest therein;
- (s) Seller has made no material omissions or untrue statements contained in this Agreement which are misleading; and
- (t) All representations and warranties made by Seller shall survive the Closing.

7. Miscellaneous

7.1. Assignment. Neither this Agreement nor any right or obligation under this Agreement is assignable in whole or in part by any Party without the prior written consent of the other Parties and any attempted assignment without such consent shall be null and void and of no force or effect.

7.2. Complete Agreement. This Agreement, including any and all Schedules and attachments to this Agreement, which are hereby incorporated by reference into this Agreement, constitutes the complete and integrated understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, with respect to the same subject matter.

7.3. Amendments. This Agreement may only be amended by a written agreement duly signed by persons authorized to sign agreements on behalf of each Party.

7.4. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any Party to the other Party pursuant to this Agreement shall be in writing and shall be hand delivered,

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mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier addressed as provided on the first page of this Agreement.

7.5. Governing Law and Jurisdiction. The interpretation and construction of this Agreement, to the extent the particular issue is controlled by state law, shall be governed by and construed in accordance with the Laws (but not including choice of law provisions) of the State of Nevada. The state and federal courts located in Carson City, NV shall have exclusive jurisdiction to adjudicate all disputes between the parties concerning the subject matter hereof.

7.6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each Party appears on each counterpart, but it shall be sufficient that the signature of or on behalf of each Party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. A facsimile copy or other reliable reproduction of this Agreement shall be deemed an original.

7.7. Benefits, Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their permitted assigns and successors in interest.

7.8 Indemnification. Seller shall indemnify, defend and hold Buyer harmless from all liabilities, costs, expenses, damages, and penalties arising from Seller's breach of the warranties set forth in this Agreement.

7.9 Attorneys' Fees. The prevailing party in any dispute concerning this Agreement shall be entitled to recover reasonable attorneys' fees incurred as a result of defending or prosecuting the claim, as the case may be.

IN WITNESS WHEREOF the parties execute this Agreement as of the day and date first above written.

SELLER: Free Power Boards, Inc.

By: Chris Davis
Name: Chris Davis
Title: Chief Executive Officer

BUYER:

CrowdGather, Inc.

By: Gaurav Singh
Name: Gaurav Singh
Title: Vice President of Operations and Finance

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EXHIBIT A

Description of the Purchased Assets

- A. The following completed Websites associated with the Asset including, without limitation, any and all associated software used in building the Websites, content posted therein, and Website users lists and Website data bases containing any Website user or Website information, including, without limitation personally identifiable information regarding the Websites' users and participants:

<http://www.freepowerboards.com>

- B. The following Domain Names:

Seller owns the following domains registered with godaddy.com, that are the subject of the sale to Buyer CrowdGather:

FREEPOWERBOARDS.COM
 ADULTTALK.WS
 AHEM.WS
 ANIMEFORUMS.WS
 AWOL.WS
 SLABBER.WS
 BONK.WS
 BOZO.WS
 CHILDSAFE.WS
 CHRISTIANFORUMS.WS
 CLANCHAT.WS
 CLANSPEAK.WS
 CLANTALK.WS
 COMEPOST.WS
 CONSOLEGAMES.WS
 CRAFTFORUMS.WS
 SCAPB.WS
 EVEONLINE.WS
 FIRSTAMENDMENT.WS
 GAMECLANS.WS
 GAMETALK.WS
 GAMINGCLANS.WS
 GAMINGFORUMS.WS
 GUILDFORUMS.WS
 HOOT.WS
 INVITEONLY.WS
 JEEZ.WS
 JOINTODAY.WS
 JUSTTALK.WS
 LIAR.WS
 LURK.WS
 NARK.WS

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OPENCHAT.WS
OURDOMAIN.WS
OURFORUM.WS
OURGUILD.WS
PCGAMERS.WS
PFFT.WS
PRIVATEFORUM.WS
PRIVATEFORUMS.WS
PSFORUMS.WS
REQUESTPRAYER.WS
RPGCLANS.WS
RPGFORUMS.WS
RSCLANS.WS
RUNESCAPECLANS.WS
RUNESCAPEFORUMS.WS
RUNESCAPEGUILDS.WS
SAID.WS
SAYIT.WS
TEENFORUMS.WS
TYPEIT.WS
WARCRAFTCLANS.WS
WARCRAFTFORUMS.WS
WEEE.WS
WEEP.WS
WIAM.WS
WOWCLANS.WS
WOWFORUMS.WS
WOWGUILDS.WS
XBOXFORUMS.WS
ZARF.WS
ZORN.WS
easyphpbb3.com
freephpbb3forums.com
freephpbb3hosting.com
freephpbb3styles.com
freephpbb3themes.com
freepowerblogs.com
phpbb3free.com

C. Additional addons that are installed with the following forum,
www.freepowerblogs.com, and will be transferred to CrowdGather include:

1. License to use the program behind www.colnizmail.com
2. Background images used in premade styles licensed by Stockxpert.com with given permission

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3. Forum databases

4. License for all graphics and images associated with FreePowerBoards.com's brand (llamas/logo) and their PSDs

5. Over 500,000 icons and 500 logo licenses from iconshock.com with permission for FPB users to use them on their forums

6. No expiration Freelance contract drafted to protect FPB's source when hiring someone new.

7. Complete database of user created modifications utilizing phpbb, phpbb2, phpbb3 software created by Free Power Boards, Inc. Phpbb is identified as an Internet forum package written in the PHP programming language. The name "phpBB" is an abbreviation of *PHP Bulletin Board*.

D. The FREEPOWERBOARDS Service Mark USPTO Registration Number 3,290,053

This Exhibit A represents the most updated list of Purchased Assets as of the date hereof.

ACCEPTED AND AGREED:

CROWDGATHER, INC.

FREEPOWERBOARDS, INC.

By: [Signature]

By: [Signature]

Its: VP of Operations

Its: President

Date: 09/10/08

Date: 9-10-08

Handwritten marks, possibly initials or a signature.

EXHIBIT B

Assumed Obligations

None

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