

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | BILL OF SALE   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| BlueStreak.com, Inc.             |  | 06/29/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Carat Fusion, Inc.   |                       |                       |
| <b>Street Address:</b>           | 200 Clarendon Street, 23rd Floor   |                       |                       |
| <b>City:</b>                     | Boston   |                       |                       |
| <b>State/Country:</b>            | MASSACHUSETTS  |                       |                       |
| <b>Postal Code:</b>              | 02116  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 76141594   | BLUESTREAK            |                       |
| <b>Serial Number:</b>            | 76370280   | BLUESTREAK            |                       |
| <b>Serial Number:</b>            | 75811301   | BLUESTREAK.COM        |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (212)536-3901  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 212-536-3900   |                       |                       |
| <b>Email:</b>                    | nytrademarks@klgates.com, ivette.goldfrank@klgates.com                               |                       |                       |
| <b>Correspondent Name:</b>       | Andrew L. Reibman  |                       |                       |
| <b>Address Line 1:</b>           | 599 Lexington Avenue   |                       |                       |
| <b>Address Line 4:</b>           | New York, NEW YORK 10022-6030  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 0813662.BLUESTREAK   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Andrew L. Reibman  |                       |                       |
| <b>Signature:</b>                | /Andrew L. Reibman/  |                       |                       |

CH \$90.00 76141594

Date:

11/17/2008

**Total Attachments: 8**

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**BILL OF SALE**

**BILL OF SALE** executed this 21<sup>st</sup> day of June, 2007 by Bluestreak.com, Inc., a Delaware Corporation, and Bluestreak International, Ltd., a Company organized under the laws of England and Wales (collectively the "Sellers"), pursuant to the Asset Purchase Agreement dated as of June 21, 2007 (the "Asset Purchase Agreement"), among Carat Fusion, Inc., a Delaware corporation (the "Purchaser"), the Sellers and the Major Stockholders party thereto. Capitalized terms used herein and not defined have the same meaning given to them in the Asset Purchase Agreement.

**INTENDING TO BE LEGALLY BOUND**, in exchange for the Purchase Price, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby sell, assign, transfer, convey and deliver to the Purchaser, its successors and assigns, all of the Sellers' right, title and interest in and to the Purchased Assets.

To the extent that any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

**IN WITNESS WHEREOF**, the Seller has caused this Bill of Sale to be executed by its duly authorized officer on the date first above written.

**BLUESTREAK.COM, INC.**

By: Annette Tonti  
Name: ANNETTE TONTI  
Title: Chairman

**BLUESTREAK INTERNATIONAL,  
LTD.**

By: Annette Tonti  
Name: ANNETTE TONTI  
Title: Chairman

**ASSET PURCHASE AGREEMENT** (this "Agreement") dated as of June 21, 2007, among CARAT FUSION, INC., a Delaware corporation ("Purchaser"), BLUESTREAK.COM, INC., a Delaware corporation, ("Bluestreak U.S."), BLUESTREAK INTERNATIONAL, LTD., a company organized under the laws of England and Wales ("Bluestreak U.K.", and, collectively with Bluestreak U.S., "Seller"), and, solely with respect to Sections 6.5 and 6.9 and Article IX, the undersigned stockholders of Seller (the "Major Stockholders").

**WHEREAS**, Seller is engaged, among other things and businesses, in the business of providing ad serving operations, which is known as Seller's "Ad-Serving Business", and owns certain assets, properties, interests in assets and properties and rights used by Seller in such business (the "Business");

**WHEREAS**, Seller desires to sell, and Purchaser desires to purchase (the "Acquisition"), on the terms and conditions set forth in this Agreement, substantially all of such assets, properties, interests in assets and properties and rights of Seller owned and used by Seller in the Business; and

**WHEREAS**, defined terms used in this Agreement have the meanings set forth in Annex A attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties and agreements contained herein, the parties hereto agree as follows:

## ARTICLE I

### SALE AND TRANSFER OF PURCHASED ASSETS AND ASSUMPTION OF CERTAIN LIABILITIES

#### 1.1. Sale and Transfer of Purchased Assets.

Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), substantially all of Seller's right, title and interest in and to the assets, properties, interests in assets and properties and rights (of every kind and description and wherever located), owned, licensed or used by Seller or in which Seller has an interest as of the Closing, but in each case only to the extent (A) owned, licensed and used by Seller in the Business and (B) reflected in the Closing Balance Sheet, including the following (but excluding the Excluded Assets):

(a) all of Seller's rights, title and interest in, to and under all Assigned Contracts, and all outstanding offers by or to Seller to enter into any contract for or in the Business;

(b) the computer hardware, servers and other tangible personal property listed on Schedule 1.1(b) (the "Acquired Tangible Assets");

(c) all work-in-process, active job orders, client programs, supplies and other materials, and all purchase orders, forms, labels, shipping material, catalogs, brochures, art work, photographs and advertising material of the Business;

(d) all Business Intellectual Property (including the website made available through web pages currently available at <http://bluestreak.com> and all content made available at such website and all coding, tools, programming, utilities, operating systems, applications and other scripts, objects or other elements comprising such website affecting function, appearance or operation of such website, but excluding any content that relates to the Email Business and any open-source elements, 'SQL' or 'coldfusion' licenses and / or any other non-transferable licensed software used in connection with such website) and goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, remedies against infringements thereof, and rights to protection of interests therein under the Laws of any jurisdiction;

(e) rights to receive mail and other communications addressed to Seller (including mail and communications from clients, suppliers, agents, governmental and regulatory authorities) to the extent relating to or otherwise relevant to the Business, the Purchased Assets or the Assumed Obligations;

(f) all data, records, files and books of Seller to the extent relating to the Business, the Purchased Assets and the Assumed Obligations, in tangible or electronic media, including current and prospective client lists and customer data, business and financial information, referral sources, correspondence, marketing and advertising material, tax returns and, subject to applicable legal requirements, personnel records, all such materials to be maintained after the Closing by Purchaser;

(g) all Permits, if any, to the extent transferable or assignable, but excluding any Permits identified as an Excluded Asset on Schedule 1.2(a);

(h) all rights, causes of action and claims (known or unknown, matured or unmatured, accrued or contingent) against third parties, including all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise) to the extent relating to the Business, the Purchased Assets or the Assumed Obligations;

(i) all cash and cash equivalents held by Seller to the extent (i) representing pre-payment, prepaid expenses or deposits for services of the Business to be provided after the Closing Date, (ii) relating to Assumed Obligations, (iii) representing working capital of the Business, or (iv) as otherwise set forth on the Closing Balance Sheet, in each case only in the amount set forth on Schedule 1.1(i) (the "Acquired Cash and Prepaid Expenses");

(j) the goodwill associated with the Business;

(k) the accounts receivable identified on Schedule 1.1(k) (the "Acquired Accounts Receivable"); and

(l) all other assets, properties, interests in assets and properties and rights listed on Schedule 1.1(l) hereto.

All of the foregoing assets, properties, interests in assets and properties and rights that are to be sold, transferred, conveyed and assigned to Purchaser by Seller pursuant to this Section 1.1 are collectively referred to in this Agreement as the "Purchased Assets." Notwithstanding the foregoing, the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of

## ANNEX A

### **Defined Terms**

For purposes of this Agreement the following defined terms shall have the following meanings:

"AAA" means the American Arbitration Association.

"Accounting Referee" means an internationally-recognized, public accounting firm that shall be mutually acceptable to Purchaser and Seller.

"Acquired Accounts Receivable" has the meaning set forth in Section 1.1(k).

"Acquired Cash and Prepaid Expenses" has the meaning set forth in Section 1.1(i).

"Acquired Tangible Assets" has the meaning set forth in Section 1.1(b).

"Acquisition" has the meaning set forth in the recitals to this Agreement.

"Aegis" means Aegis Group plc, a company organized under the laws of England and Wales, and the indirect parent of Purchaser.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Assigned Contracts" means all contracts, licenses, leases, commitments, purchase orders, sales orders and other agreements relating to the Business, the Purchased Assets or the Assumed Obligations under which (i) Seller has or may acquire any rights or benefits, (ii) has or may become subject to any obligation or liability, or (iii) by which Seller or any of the Purchased Assets may become bound, including the Assigned Leases, but excluding all Excluded Contracts.

"Assigned Leases" has the meaning set forth in Section 1.3(a).

"Assignment and Assumption" has the meaning set forth in Section 4.8(c).

"Assumed Employee Payments" has the meaning set forth in Section 1.3(d).

"Assumed Obligations" has the meaning set forth in Section 1.3.

"Balance Sheet" has the meaning set forth in Section 2.6(a).

"Balance Sheet Date" has the meaning set forth in Section 2.6(a).

"Bill of Sale" has the meaning set forth in Section 4.8(c).

"Bluestreak U.K." has the meaning set forth in the preamble to this Agreement.

"Bluestreak U.S." has the meaning set forth in the preamble to this Agreement.

"Business" has the meaning set forth in the recitals to this Agreement.

"Business Intellectual Property" means all Intellectual Property used by Seller in the conduct of the Business as currently conducted by Seller, excluding standard off-the-shelf-non-customized software and work-for-hire generated on behalf of clients.

"Claim" has the meaning set forth in Section 7.1(a).

"Client" has the meaning set forth in Section 6.10(d)(ii).

"Closing" has the meaning set forth in Section 1.7.

"Closing Balance Sheet" has the meaning set forth in Section 1.6(a).

"Closing Date" has the meaning set forth in Section 1.7.

"Closing Date Payment" has the meaning set forth in Section 1.5(a).

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto

"Competitive Services" has the meaning provided in Section 6.10(a)(i).

"Confidential Information" means and includes (i) all knowledge, documents, information, data and material concerning the Business, the Purchased Assets, or the business, operations, assets, affairs, plans or financial condition of Purchaser or other member of the Group, and (ii) all information that has been disclosed to Seller by any third party under an agreement or circumstances requiring such information to be kept confidential relating to the business, assets, operations, affairs, plans or financial condition of Seller, Purchaser or other member of the Group. Confidential Information shall include the names, buying habits and procedures, projects, rates, marketing methods and/or practices, fees and/or commissions of Seller and its clients; pricing information relating to Seller and its vendors and suppliers; compensation paid to employees, terms of employment and other employee-related matters; proprietary software and programs; financial or research models or processes and related data; and financial information concerning Seller, Purchaser and other members of the Group. Confidential Information shall not include (A) information that is in the public domain through no fault of a party hereto; (B) information published or disseminated by a party hereto in the Ordinary Course of Business without restriction; and (C) information received from a third party not under an obligation to keep such information confidential and without breach of this Agreement.

"Data Protection Laws" has the meaning set forth in Section 2.25.

"Email Business" means Seller's ionMx platform and email services business.

"Employee" has the meaning set forth in Section 2.11.

"Employee Agreement" has the meaning set forth in Section 2.11.

"Group" means Purchaser, Aegis and their respective direct or indirect subsidiaries, divisions or affiliates.

"Hazardous Substances" has the meaning set forth in Section 2.24(b).

"Indemnified Person" has the meaning set forth in Section 7.4.

"Indemnifying Person" has the meaning set forth in Section 7.4.

"Intellectual Property" means all patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, Internet domain names, universal resource locators (URL's), uniform resource identifiers (URI's), logos, slogans copyrights, copyright applications, franchises, inventions, databases, systems, know-how, computer software, programs and codes.

"Interim Balance Sheet" has the meaning set forth in Section 2.6(a).

"Interim Balance Sheet Date" has the meaning set forth in Section 2.6(a).

"IRS" means the United States Internal Revenue Service.

"Knowledge of Seller" means, with respect to any fact, circumstance, event or other matter in question, the actual knowledge of such fact, circumstance, event or other matter by (i) Annette Tonti or (ii) Chuck Ellis or which should have been known to either of them after reasonable inquiry with the employees of Seller.

"Laws" means all laws, rules, regulations, ordinances, orders, judgments, injunctions, decrees and other legislative, administrative or judicial restrictions.

"Leased Real Property" has the meaning set forth in Section 2.18(b).

"Losses" has the meaning set forth in Section 7.1(b).

"Major Stockholders" has the meaning set forth in the preamble to this Agreement.

"Material Adverse Change" means any fact, event, change, development, circumstance or effect or state of facts that has not been disclosed on a disclosure schedule hereto and that, individually or in the aggregate, has had or resulted in a material adverse effect on (i) the Business or the Purchased Assets, or (ii) would materially impair or delay the ability of Seller to perform its obligations under any Purchase Document, except that events resulting from (A) an outbreak or escalation of war, armed hostilities or acts of terrorism, (B) the announcement or consummation of this Agreement (including the identity of Purchaser) and the transactions contemplated hereby or any other Purchase Document, (C) any action or omission contemplated by the Purchase Documents, (D) any act or omission of Purchaser or its Affiliates; (E) general economic, industry or political conditions, to the extent such facts, events, changes, developments, circumstances or effects do not affect the Business in a materially disproportionate manner relative to other entities that conduct business that is substantially the same as the Business; or (F) circumstances or changes that have an effect solely on the Excluded Assets or Excluded Liabilities, in the case of each of clauses (A)



BLUESTREAK.COM, INC.

Disclosure Schedules to Asset Purchase Agreement

Disclosure Schedules to Asset Purchase Agreement, dated as of June 21, 2007 (the "Agreement"), by and among Carat Fusion, Inc., a Delaware corporation (the "Purchaser"), Bluestreak.com, Inc., a Delaware corporation ("Bluestreak U.S."), Bluestreak International Ltd., a company organized under the laws of England and Wales ("Bluestreak U.K."), and, collectively with Bluestreak U.S., "Seller"), and, solely with respect to Sections 6.5 and 6.9 and Article IX, the stockholders of Seller ("Major Stockholders"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

These Disclosure Schedules are arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in Articles 1 and 2 of the Agreement. Except as otherwise limited herein, all information and disclosures contained in these Disclosure Schedules are made as of the date of the Agreement.

Nothing in these Disclosure Schedules is intended to expand the scope of any representation, warranty, covenant or other obligation of Seller contained in the Agreement or to create any covenant or other obligation on the part of Seller. Inclusion of any item in these Disclosure Schedules (i) except to the extent expressly stated in these Disclosure Schedules, does not represent a determination by Seller that such item is "material," nor shall it be deemed to establish a standard of materiality; (ii) does not represent a determination by Seller that such item did not arise in the ordinary course of business; and (iii) shall not constitute or be deemed to be an admission to any third party concerning any item set forth herein.

Schedule 2.20

Intellectual Property

1. Patents/ Patent Applications: None
2. Trademarks:

| Trademark             | Application           | Serial Number | Registration Number | Registration Date |
|-----------------------|-----------------------|---------------|---------------------|-------------------|
| Bluestreak            | 055151-0032/Canada    | 1098660       | TMA627636           | December 6, 2004  |
| Bluestreak            | 055151-0028/Euro      | 002174274     | 002174274           | June 17, 2002     |
| Bluestreak            | 055151-0033/Hong Kong | 200105467     | 200112240           | October 6, 2000   |
| Bluestreak            | 055151-0018/USA       | 76141594      | 2667866             | December 31, 2002 |
| Bluestreak and Design | 055151-0035/USA       | 76370280      | 2799720             | December 30, 2003 |
| Bluestreak.com        | 055151-0022/Canada    | 1048990       | TMA604945           | March 11, 2004    |
| Bluestreak.com        | 055151-0023/Euro      | 1515923       | 001515923           | October 7, 2001   |
| Bluestreak.com        | 055151-0021/UK        | 2223047       | 2223047             | February 21, 2000 |
| Bluestreak.com        | 055151-0013/USA       | 75811301      | 2675896             | January 21, 2003  |
| ION Server            | 055151-0038/Euro      | 002407393     | 002407393           | March 19, 2003    |

3. Internet Domain Names: <bluestreak.com>
4. Software:
  - IonAd Manager - User interface and database to set up and manage ad campaigns. Both source and compiled version of the source code.
  - IonAd Server - Back end transaction engine that in real time serves the ad trafficking. Both source and compiled version of the source code. Source code control server and visual SourceSafe contains current and all prior versions.
  - Microsoft Office - Purchased as part of Dell computer lease.
  - Microsoft Developer Network Suite - Purchased with transferable license as disclosed to Purchaser.

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