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TO: KAVON ADLI COMPANY: 9737 GREAT HILLS TRAIL

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/06/2009  
900126534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/14/2008

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Find Your Customers, Inc.		11/14/2008	CORPORATION:

## RECEIVING PARTY DATA

Name:	WebYES, LLC
Street Address:	9737 Great Hills Trail 855 N. Douglas Street
Internal Address:	Suite 305
City:	Austin El Segundo
State/Country:	TEXAS CALIFORNIA
Postal Code:	78759 90245
Entity Type:	LIMITED LIABILITY COMPANY: Delaware

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77455667	ACHIEVECARD

## CORRESPONDENCE DATA

Fax Number: (512)519-7886  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 512-287-2148  
 Email: kadli@webyes.com  
 Correspondent Name: Kavon Adli  
 Address Line 1: 9737 Great Hills Trail  
 Address Line 2: Suite 305  
 Address Line 4: Austin, TEXAS 78759

NAME OF SUBMITTER:	Kavon Adli
Signature:	/Kavon Adli/

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Date:

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Total Attachments: 14

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**WEYES!, LLC  
SUBSCRIPTION AGREEMENT**

**1. Subscription.**

**1.1** FIND YOUR CUSTOMERS, INC., a California corporation ("FYC"), applies to become a Member (as defined in the Operating Agreement) in WebYES!, LLC, a Delaware limited liability company ("WebYES!"), and to acquire the Participating Percentage (as defined in Section 8 hereto) in and to WebYES! indicated below in accordance with the terms and conditions of this WebYES!, LLC Subscription Agreement (the "Subscription Agreement" or "Agreement"), and the Second Amended and Restated Limited Liability Company Operating Agreement of WebYES!, LLC dated as of November 14th, 2008 (the "Operating Agreement"). The closing of the transactions contemplated hereby (the "Closing") will occur simultaneously with the execution of this Agreement (the "Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Operating Agreement.

**1.2** At the Closing and against the delivery by WebYES! of the items set forth in Section 1.3 below, FYC must complete, execute, and deliver to WebYES! c/o BRETT CRAVATT (the "Manager"), in a form reasonably acceptable to Manager, the following:

**1.2.1** An executed (a) Find Your Customers, Inc. Certificate of Ownership and (b) a certified copy of the Articles of Merger issued by the California Corporations Board reflecting the merger of 6 Star Ads with and into FYC (hereinafter collectively referred to as the "6 Star Merger Documents");

**1.2.2** An executed Bill of Sale in substantially the same form as Exhibit A attached hereto (the "Bill of Sale"), which shall set forth the consideration exchanged by FYC for the Participating Percentage;

**1.2.3** An executed letter agreement by and between Whitecap Texas Opportunity Fund, L.P., a Texas limited partnership ("Whitecap") and FYC, which concerns the agreed upon modifications of the loan agreement by and between Whitecap and FYC, in substantially the same form as Exhibit B attached hereto (the "Whitecap Agreement"); and

**1.2.4** FYC's signature to the Operating Agreement (hereinafter the 6 Star Merger Documents, the Bill of Sale, the WhiteCap Agreement and the Operating Agreement are collectively referred to as the "Required Documents").

**1.3** At the Closing and in exchange for and against the delivery by FYC of the Required Documents, WebYES! must complete, execute, and deliver to FYC the following:

**1.3.1** An executed Guaranty Agreement by and between WebYES! and Whitecap in substantially the same form as Exhibit C attached hereto.

**1.3.2** An executed Bill of Sale; and

**1.3.3** A fully-executed Operating Agreement, excluding the signatures of FYC.

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1.4 Each party covenants and agrees that it shall take such reasonable actions and execute such other and further instruments and documents as the other party may reasonably request to carry out, give effect to or evidence the transfer of the Assets of FYC to WebYES as contemplated in the Bill of Sale, including (without limitation) FYC's seeking out consents to the assignment of the agreements related to FYC's Achieve division.

1.5 Prior to the Effective Date, this Subscription Agreement may be voluntarily terminated by either party by delivery of a notice in writing of such party's intent to terminate. In the event that this Subscription Agreement is terminated, all property and documents tendered by each party will be returned to the other.

1.6 This Subscription Agreement is not transferable or assignable by either party.

1.7 Without in any manner limiting the restrictions on transferability set forth in this Subscription Agreement, this Subscription Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of either party.

2. [Intentionally Omitted]

3. Representations.

3.1 FYC represents and warrants as follows:

3.1.1 FYC is a corporation duly organized, validly existing and in good standing under California Law and has full corporate power and authority to conduct its business as presently conducted and as proposed to be conducted. FYC is duly qualified to do business and in good standing in each jurisdiction where the failure to be so qualified constitutes or would reasonably be expected to result in any event, change or effect that is materially adverse to the financial condition, properties, assets, liabilities, business, operations or results of operations, taken as a whole (a "Material Adverse Effect") of FYC. FYC has furnished to WebYES true and complete copies of its Certificate of Incorporation and Bylaws, each as amended to date and currently in effect. FYC is not in violation of any of the provisions of its Certificate of Incorporation or Bylaws. Other than 6 Star Ads, FYC does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, any equity or similar interest in, any corporation, partnership, joint venture or other business association or entity.

3.1.2 FYC has all requisite corporate power and authority to enter into this Subscription Agreement and to consummate the transactions contemplated hereby. The execution and delivery by FYC of this Subscription Agreement and each of the other Related Documents to which FYC is a party and the consummation by FYC of the transactions contemplated hereby and thereby, have been duly authorized by the necessary corporate action on the part of FYC. This Subscription Agreement has been duly executed and delivered by FYC and constitutes or will constitute, as the case may be, a valid and binding obligation of FYC enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally now or

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hereafter in effect and (ii) general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

3.1.3 Previously delivered to WebYES are FYC's unaudited financial statements (balance sheet, statement of operations and statement of cash flows) as at, and for the fiscal year ended, December 31, 2007, and quarterly unaudited financial statements (balance sheet, statement of operations and statement of cash flows) as at, and for the seven-month period ended, July 31, 2008 (collectively, the "FYC Financial Statements"). The FYC Financial Statements complied as to form in all material respects with applicable accounting requirements as of their respective dates, and were prepared in all material respects in accordance with GAAP (except that the financial statements do not have notes thereto and are subject to normal year-end audit adjustments which will not be material individually or in the aggregate) applied on a consistent basis throughout the periods indicated and with each other. The FYC Financial Statements fairly present in all material respects the financial condition and operating results of FYC as of the dates, and during the periods indicated therein (subject to normal year-end audit adjustments which will not be material individually or in the aggregate).

3.1.4 There is no private or governmental action, suit, dispute, proceeding, claim or arbitration pending before any agency, court or tribunal, foreign or domestic, or, to the knowledge of FYC, threatened, against FYC or any of its properties or, to the knowledge of FYC, any of its current or former officers, directors, employees or consultants with respect to their activities on behalf of FYC. There is no outstanding judgment, decree or order against FYC or, to the knowledge of FYC, any of its current or former officers, directors, employees or consultants with respect to their activities on behalf of FYC. There is no action, suit, dispute, proceeding, claim or arbitration pending before any agency, court or tribunal, foreign or domestic, that FYC has pending or threatened against other parties. There is no dispute between FYC and any person or entity that would reasonably be expected to result in an action, suit, proceeding, claim or arbitration brought by or against FYC.

3.1.5 Except for the permitted transfer of FYC Units to Whitecap pursuant to the terms of that certain Guaranty Agreement by and between Whitecap Texas Opportunity Fund, LP, a Texas Limited Partnership ("Whitecap") and the Company dated the same hereof, and pursuant to the terms of that certain letter agreement by and between FYC and Whitecap dated the same hereof, FYC hereby confirms, that the Participating Percentage will be acquired for investment for FYC's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that FYC has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Subscription Agreement, FYC further represents that FYC does not presently have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participations to such person or entity or to any third party, with respect to the Participating Percentage. FYC has not been formed for the specific purpose of acquiring the Participating Percentage.

3.1.6 FYC understands that the Participating Percentage have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act"), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. FYC understands that Participating Percentage

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constitute "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, FYC must hold the Participating Percentage indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale except as set forth in the Amended and Restated Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

**3.1.7** FYC understands that the Participating Percentage that are the subject of this Subscription Agreement have not been qualified as securities with the Commissioner of Corporations of the State of California, and that the issuance of the Participating Percentage or the payment or receipt of any part of the consideration before qualification is unlawful, unless the transfer of the Participating Percentage, or any part thereof, is exempt from qualification by California Corporations Code ("Corp C") §§25100, 25102, or 25105. FYC understands that, under the requirements of Corp C §25102(a), the rights of all parties to this Subscription Agreement are expressly conditioned on qualification being obtained, unless the transfer of the Participating Percentage is exempt from qualification, and that none of the Participating Percentage can or will be issued to FYC until the transfer of the Participating Percentage is so qualified, unless the transfer of the Participating Percentage is exempt from qualification by Corp C §§25102, 25100, or 25105.

**3.1.8** Neither the Securities and Exchange Commission nor the California Commissioner of Corporations, nor any other federal or state agency, has passed on the Participating Percentage or made any finding or determination concerning the fairness of this investment and no such agency has recommended or endorsed the Participating Percentage.

**3.1.9** FYC understands that no public market now exists for the Participating Percentage, and that WebYES has made no assurances that a public market will ever exist for the Participating Percentage.

**3.1.10** Each shareholder of FYC is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

**3.1.11** Pursuant to Corp C §25102(f), FYC, among other things, has either (1) a preexisting personal or business relationship with WebYES, or any of its Managers or controlling persons, or (2) by reason of FYC's business or financial experience (or the business or financial experience of its professional advisors, who are unaffiliated with and who are not compensated by WebYES or any affiliate or selling agent of WebYES, directly or indirectly) may reasonably be assumed to have the capacity to protect FYC's own interests in connection with the transaction contemplated by this Subscription Agreement.

**3.2** WebYES represents and warrants as follows:

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3.2.1 WebYES is a corporation duly organized, validly existing and in good standing under California Law and has full corporate power and authority to conduct its business as presently conducted and as proposed to be conducted. WebYES is duly qualified to do business and in good standing in each jurisdiction where the failure to be so qualified constitutes or would reasonably be expected to result in a Material Adverse Effect of WebYES. WebYES has furnished to FYC true and complete copies of its Articles of Organization and Operating Agreement, each as amended to date and currently in effect. WebYES is not in violation of any of the provisions of its Articles of Organization and Operating Agreement.

3.2.2 WebYES has all requisite corporate power and authority to enter into this Subscription Agreement and to consummate the transactions contemplated hereby. The execution and delivery by WebYES of this Subscription Agreement and each of the other Related Documents to which WebYES is a party and the consummation by WebYES of the transactions contemplated hereby and thereby, have been duly authorized by the necessary corporate action on the part of WebYES. This Subscription Agreement has been duly executed and delivered by WebYES and constitutes or will constitute, as the case may be, a valid and binding obligation of WebYES enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally now or hereafter in effect and (ii) general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

3.2.3 Previously delivered to FYC are WebYES' unaudited financial statements (balance sheet, statement of operations and statement of cash flows) as at, and for the fiscal year ended, December 31, 2007, and quarterly unaudited financial statements (balance sheet, statement of operations and statement of cash flows) as at, and for the seven-month period ended, July 31, 2008 (collectively, the "WebYES Financial Statements"). The WebYES Financial Statements complied as to form in all material respects with applicable accounting requirements as of their respective dates, and were prepared in all material respects in accordance with GAAP (except that the financial statements do not have notes thereto and are subject to normal year-end audit adjustments which will not be material individually or in the aggregate) applied on a consistent basis throughout the periods indicated and with each other. The WebYES Financial Statements fairly present in all material respects the financial condition and operating results of WebYES as of the dates, and during the periods indicated therein (subject to normal year-end audit adjustments which will not be material individually or in the aggregate).

3.2.4 There is no private or governmental action, suit, dispute, proceeding, claim or arbitration pending before any agency, court or tribunal, foreign or domestic, or, to the knowledge of WebYES, threatened, against WebYES or any of its properties or, to the knowledge of WebYES, any of its current or former officers, directors, employees or consultants with respect to their activities on behalf of WebYES. There is no outstanding judgment, decree or order against WebYES or, to the knowledge of WebYES, any of its current or former officers, directors, employees or consultants with respect to their activities on behalf of WebYES. There is no action, suit, dispute, proceeding, claim or arbitration pending before any agency, court or tribunal, foreign or domestic, that WebYES has pending or threatened against other parties. There is no dispute between WebYES and any person or entity that would reasonably be

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expected to result in an action, suit, proceeding, claim or arbitration brought by or against WebYES.

**3.2.5** The Participating Percentage, when issued pursuant to the terms hereof, will be duly authorized, validly issued, fully paid and non-assessable and free of any liens or encumbrances other than any liens or encumbrances created by or imposed upon the holders thereof, and are not subject to preemptive rights or rights of first refusal created by statute, the Articles of Organization and Operating Agreement of WebYES or any agreement to which WebYES is a party or by which it is bound.

**3.2.6** Based upon and assuming the accuracy of the information provided by FYC, no registration under the Securities Act of 1933, as amended, or any applicable state securities laws is required for the offer and issuance of the Participating Percentage as contemplated hereby.

#### **4. Adoption of the Operating Agreement.**

Effective upon the Closing, FYC adopts, accepts, and agrees to be bound by all of the terms and provisions of the Operating Agreement and to perform all obligations imposed on a Member in accordance with the terms of the Operating Agreement. Upon the Closing, FYC shall become a Member of WebYES for all purposes.

#### **5. Indemnification.**

**5.1** The representations and warranties of the parties set forth in this Subscription Agreement shall survive the Effective Time and remain in effect for one year following the Effective Date. No claim for indemnification with respect to a breach of a representation or warranty may be made after the expiration of such survival period.

**5.2** Subject to the limitations set forth herein, each party agrees to indemnify and hold harmless each other party and their respective directors, officers, employees, agents, subsidiaries and affiliates, and the respective heirs, executors, personal representatives, successors and assigns of the foregoing persons from and against any and all Losses (as defined below) asserted against, imposed upon, or incurred by such indemnified party which are based upon, arise out of or in connection with:

**5.2.1** an inaccuracy in, or any breach of, any representation or warranty contained in Sections 3.1 or 3.2, as applicable, of this Subscription Agreement or in any certificate, instrument, document or agreement delivered by a party at the Effective Time; or

**5.2.2** a breach of any covenant or agreement to be performed by Target pursuant to this Agreement or in any certificate, instrument, document or agreement delivered by Target to Acquiror at Closing.

**5.3** "Losses" means any and all actually incurred claims, costs, losses, liabilities, obligations, fines, penalties, awards, amounts paid in settlement (in compliance with any restrictions imposed herein), taxes, liens, damages and expenses (including reasonable and actual out-of-pocket attorneys' fees and expenses) and any interest thereon; provided that in no event

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shall Losses include any incidental, consequential, speculative or punitive damages of any nature, regardless of the legal theory advanced. The term Losses as used herein is not limited to matters asserted by third parties, but may include Losses incurred or sustained in the absence of claims by a third party. For purposes of determining the amount of any Loss with respect to a breach of any representations and warranties that are qualified as to materiality or by reference to a Material Adverse Effect, such representation and warranty shall be deemed to be not so qualified.

5.4 Notwithstanding anything to the contrary contained herein, this Section 5 shall constitute the sole and exclusive remedy of the parties with respect to matters contemplated in Section 5.2 and in any event remedies shall be limited to each party's respective equity in WebYES.

5.5 Notwithstanding anything to the contrary contained herein, no party shall be responsible for any Losses until the aggregate amount of all Losses incurred by party seeking indemnity exceeds a cumulative amount equal to \$100,000 and then only to the extent Losses exceed such amount and in any event losses shall be limited to each party's respective equity in WebYES.

5.6 WebYES agrees that all rights to indemnification and exculpation (including the advancement of expenses) from liabilities for acts or omissions occurring at or prior to the Effective Time (including with respect to the transactions contemplated hereby) now existing in favor of the current or former directors or officers of FYC as provided in the Organization Documents of FYC, or in any written indemnification agreement with the officers, directors or agents of FYC, shall be assumed by the WebYES in connection with the transactions contemplated hereby, without further action, as of the Effective Time and shall survive the transaction and shall continue in full force and effect in accordance with their terms.

5.7 The parties hereto shall each have and retain all other rights and remedies existing in their favor at law or equity, including any actions for specific performance and/or injunctive or other equitable relief to enforce or prevent any violations of the provisions of this Subscription Agreement or any Required Document.

#### 6. Choice of Laws.

This Subscription Agreement shall be construed in accordance with and governed by the laws of the State of California.

#### 7. Power of Attorney.

7.1 Following the Effective Time and the consummation of the transaction contemplated hereby, FYC irrevocably constitutes and appoints WebYES with full power of substitution as FYC's true and lawful attorney-in-fact and agent, to execute, acknowledge, verify, swear to, deliver, record, and file, in FYC's name, all instruments, documents, and certificates that may from time to time be required by the laws of the United States of America, the State of California, and any other state in which FYC conducts or plans to conduct business, or any political subdivision or agent of the government to execute, verify, swear to,

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acknowledge, deliver, record, and file the following (in each case in accordance with and pursuant to the terms of the Operating Agreement):

7.1.1 The Operating Agreement, the articles of organization, and all other instruments (including amendments) that WebYES deems appropriate to form, qualify, or continue WebYES as a limited liability company in the State of California and all other jurisdictions in which WebYES conducts or plans to conduct business;

7.1.2 All instruments that WebYES deems appropriate to reflect any amendment to the Operating Agreement, or modification of WebYES, made in accordance with the terms of the Operating Agreement;

7.1.3 A fictitious business name certificate and such other certificates and instruments as may be necessary under the fictitious or assumed name statute from time to time in effect in the State of California and all other jurisdictions in which WebYES conducts or plans to conduct business;

7.1.4 All instruments relating to the admission of any additional or substituted Member, and

7.1.5 All conveyances and other instruments that WebYES deems appropriate to reflect the dissolution and termination of WebYES under the terms of the Operating Agreement.

That agent and attorney-in-fact shall not, however, have the right, power, or authority to amend or modify the Operating Agreement when acting in those capacities, except to the extent authorized in the Operating Agreement.

7.2 The power of attorney granted is a special power of attorney and shall be deemed to be coupled with an interest, shall be irrevocable, shall survive the death, dissolution, bankruptcy, incompetency, or legal disability of FYC, and shall extend to FYC's heirs, successors, and assigns.

## 8. Participating Percentage.

Subject to the terms and conditions contained in the Operating Agreement, the Class B Units of WebYES subscribed for and to be issued by WebYES are as follows:

8.1 FYC Vested Percentage: WebYES shall issue to FYC Class B Units representing 25% of the Issued Units of WebYES as of November 14th, 2008 (the "Vested Units").

8.2 FYC Unvested Percentage: WebYES shall issue to FYC 5,616,427 Class B Units representing 13.3096% of the Deemed Issued Units of WebYES as of November 14th, 2008 (the "Unvested Units," together with the Vested Units, the "Participating Percentage"). For purposes on this Section 8.2, "Deemed Issued Units of WebYES of November 14, 2008" means the Company has issued and outstanding 42,198,166 authorized Units.

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**8.3 Achieve Division Clawback.** Notwithstanding the foregoing, in the event that within the first six (6) months following Closing, FYC is unable to assign over, or replace on materially equivalent terms, the material agreements between FYC and third parties with respect to the Achieve division of FYC, FYC shall contribute back Vested Units representing 5% of FYC's vested Participating Percentage as of the Closing; provided, however, that such 6-month period shall be extended so long as FYC is delivering the income derived from those agreements.

**9. General Provisions.**

**9.1 Notices.** Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed to the parties last known address. Either party may change its address by written notice to the other given in the manner set forth above.

**9.2 Taxes.** The parties hereto will cooperate with each other to make any necessary filings with state and local or foreign taxing authorities and to furnish any required supplemental information with respect to any state and local or foreign tax liabilities resulting from the consummation of the transactions contemplated herein. The parties shall cooperate with each other to the extent reasonably requested and legally permitted to minimize any such taxes. All transfer, documentary, sales, use, stamp registration and other similar taxes imposed by any state, county, local or other governmental authority as a result of the transfer of the Assets (as such term is defined in the Bill of Sale) hereunder shall be *duly and timely paid by WebYES*. To the extent required by law, WebYES shall be responsible for preparing and filing any tax returns relating to such taxes, and shall give to FYC a copy of such tax return as filed, together with proof of payment of the tax shown thereon.

**9.3 Entire Agreement.** This Agreement and all exhibits, addenda, schedules, agreements referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the Subscription Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code Section 1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

**9.4 Amendments and Waivers.** No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.

**9.5 Invalidity of Provision.** If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or

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unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

**9.6 Headings.** The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings.

**9.7 Time of the Essence.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.

**9.8 Effective Date.** The Effective Date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

**9.9 Word Usage.** Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

**9.10 Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply in interpreting this Agreement.

**9.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**9.12 Acceptance of Facsimile Signatures.** Delivery of an executed counterpart signature page to this Agreement by facsimile or other electronic delivery shall be effective as delivery of an original counterpart signature page.

**9.13 Effectiveness.** This Agreement will be effective only when signed by all parties.

**9.14 Necessary Acts and Further Assurances.** The parties hereto shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

[Signature Page Immediately Follows]

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TO: KAVON ADLI COMPANY: 9737 GREAT HILLS TRAIL

Subject to acceptance by WebYES, FYC has completed this Subscription Agreement and executed the Required Documents to evidence its subscription to WebYES!, LLC as of the Effective Date.

**FYC:**

FIND YOUR CUSTOMERS, INC., a California corporation

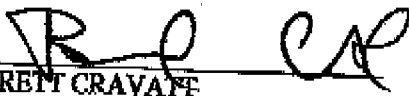


By: SAM REEB  
Its: President

**WebYES:**

WebYES has accepted this Subscription as of the Effective Date.

WebYES!, a Delaware limited liability company



By: BRETT CRAVATT  
Its: Manager

WebYES!, LLC  
Subscription Agreement

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**EXHIBIT A****BILL OF SALE**

Pursuant to and subject to the terms of that certain Subscription Agreement (the "Subscription Agreement"), dated as of the date hereof, by and between WebYES!, LLC, a Delaware limited liability corporation ("WebYES") and FindYourCustomers, Inc., a California corporation ("FYC"), to which a copy of this Bill of Sale is attached as Exhibit A. (i) FYC hereby sells, assigns, transfers, conveys and delivers to WebYES, all rights, title and interest of FYC in and to the Assets (as defined below) and (ii) FYC assigns to WebYES, and WebYES assumes and agrees to perform and discharge the Liabilities.

"Assets" means all businesses, properties, assets, machinery, equipment, furniture, fixtures, licenses, permits, franchises, goodwill and rights of FYC, of every nature, kind and description, tangible and intangible, owned or leased, wheresoever located (whether in the United States or otherwise) and whether or not carried or reflected on the books or records of FYC, used, held for use, or useful in connection with the operation of the FYC businesses. Notwithstanding the foregoing, assets does not include (i) any permit to the extent such permit is not assignable or transferable, (ii) all minute books and stock transfer ledgers of FYC and all tax returns of FYC and all personnel records and other records that FYC is required by applicable laws to retain in its possession, (iii) all rights under insurance policies that constitute group medical, dental, hospitalization, health, disability or employee benefit plans and rights of FYC under insurance policies; (iv) all rights of FYC in, to and under the Subscription Agreement and the Required Documents and (v) cash or cash equivalents necessary to pay the expenses of FYC incurred in connection with the transactions contemplated by the Subscription Agreement.

"Liabilities" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted except for the Loan Agreement between Whitecap and FYC, provided however WebYES still assumes all obligations subject to the Guaranty Agreement by and between Whitecap Texas Opportunity Fund, LP, a Texas Limited Partnership ("Whitecap") and the Company dated the same hereof, and pursuant to the terms of that certain letter agreement by and between FYC and Whitecap dated the same hereof; provided, however, that Liabilities shall not include any and all liabilities or obligations, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted, which FYC, including its officers, executives, agents, affiliates, successor and assigns have, had, or should have had, knowledge thereof up and until the time of Closing, but failed to adequately disclose to WebYES the existence of such matters at the time of Closing.

FYC covenants and agrees that it shall execute such other and further instruments and documents as FYC may reasonably request to carry out, give effect to or evidence the transfer of the Assets of FYC to WebYES.

This Bill of Sale, and all of its terms, shall inure to the benefit of WebYES, its successors and assigns and shall bind FYC and its successors and assigns.

This Bill of Sale is entered into in connection with and pursuant to the Subscription Agreement and shall, to the extent possible, be construed to be consistent therewith. In the

Bill of Sale

TRADEMARK

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event of any conflict between the terms hereof and of the Subscription Agreement, the terms of the Subscription Agreement shall control.

This Bill of Sale may be executed simultaneously in multiple counterparts, in original or facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Immediately Follows]

WebYES!, LLC  
Subscription Agreement

TRADEMARK  
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TO: KAVON ADLI COMPANY: 9737 GREAT HILLS TRAIL

**WebYES:**

WebYES!, LLC., a Delaware limited liability corporation



By: BRETT CRAVATT  
Its: Manager

**FYC:**

FIND YOUR CUSTOMERS, INC., a California corporation



By: SAM REED  
Its: President

Bill of Sale