

**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
Third Rose Media, Inc.		08/24/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	TheFind, Inc.
Street Address:	310 Villa Street
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94041
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77014129	GLIMPSE.COM

**CORRESPONDENCE DATA**

Fax Number: (949)305-4591  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: aostergar@ostergar.com  
 Correspondent Name: Allen C. Ostergar III  
 Address Line 1: 27101 Puerta Real, Suite 450  
 Address Line 4: Mission Viejo, CALIFORNIA 92691

NAME OF SUBMITTER:	Allen C. Ostergar
Signature:	/Allen C. Ostergar III/
Date:	04/17/2009

Total Attachments: 4  
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OP \$40.00 77014129

**900132082**

**TRADEMARK  
 REEL: 003972 FRAME: 0264**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered as of August 24, 2007 (the "Effective Date") by and between TheFind, Inc., a Delaware corporation with offices at 310 Villa Street Mountain View, California 94041 ("Assignee"), on the one hand, and Third Rose Media, a Delaware company with offices at 60 E. 3rd Ave., Suite 320, San Mateo, California, (the "Assignor").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee exclusively throughout the world all rights, title and interest in and to the Assets (as defined below). Assignor will promptly deliver all Assets to Assignee (including, without limitation all documents, files and information related thereto). The "Assets" shall mean: (i) the subject matter referred to in Exhibit A, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or relevant to any of the foregoing, and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future infringement of any of the foregoing.

2. Consideration. Subject to the terms of this Agreement, Assignee shall pay Assignor twenty five thousand (\$25,000.00) ("Fees") as total compensation for the Section 1 assignment and all other obligations, representations and warranties of Assignor hereunder. Promptly after written notice from Assignor to Assignee of the completion of the re-registration of the Domain Name to Assignee as evidenced by the Registry's WhoIs or similar program, and delivery of Assets listed in Exhibit A, Assignee shall promptly pay the Fees to Assignor.

3. Further Assurances; Moral Rights. Assignor shall assist Assignee in every proper way to evidence, record and perfect the foregoing assignment (including without limitation promptly performing all acts necessary to effect the re-registration of the Domain Name (as defined in Exhibit A) and to perfect, obtain, maintain, enforce, and defend any rights assigned). Assignor hereby irrevocably designates and appoints Assignee as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and

consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Assignee; Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

4. No Assumption of Liabilities. Assignee shall not, by the execution, delivery or performance of this Agreement or otherwise, assume or otherwise be responsible for any liability or obligation of Assignor of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof.

5. Confidential Information. Assignor will not use or disclose anything assigned to Assignee hereunder or any other technical or business information or plans of Assignee, except to the extent Assignor can document that it is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 5, that such a breach would irreparably harm Assignee and that Assignee is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

6. Warranties. Assignor represents and warrants that: (a) Assignor is the sole owner of all rights, title and interest in the Assets; (b) Assignor has the right to make the Section 1 assignment; (c) Assignor has not previously transferred or licensed or given any right with respect to anything purportedly assigned hereunder; (d) Assignor shall not register, attempt to register, obtain, or use any domain name, trade mark, service mark or trade name similar to the Domain Name anywhere in the world; (e) Assignor shall not take any action to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of the Domain Name or any similar mark or name; and (f) the Assets do not and will not infringe, misappropriate or violate any intellectual property or other right of any person or entity. Assignor shall defend, indemnify and hold Assignee and its officers, directors, agents and employees harmless from liability (including all damages, losses, costs and attorneys fees) arising out of Assignor's breach of this Agreement.

7. Non-Competition. Assignor agrees that for one year from the Effective Date, Assignor will not directly or indirectly engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Assignee, and will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Assignee.

8. Assignment. Assignor may not assign this Agreement or any of its rights or obligations hereunder, without the written consent of Assignee; any attempt to do so shall be void. Assignee may assign this Agreement in whole or in part.

9. Miscellaneous. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth above (or such other address as a party may

designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of law provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

10. Press Release. The terms of this Agreement are confidential to Assignee, and no press release or other written or oral disclosure of any nature regarding the terms of this Agreement shall be made by Assignor without Assignee's prior written approval. Notwithstanding the foregoing, Assignor shall provide a quote from The Chief Executive Officer for Assignee's press release and Assignee CEO shall use best efforts to attend press interviews during the first thirty (30) days from Effective Date.

11. Transition. Assignor shall use best efforts to transition the DNS registry entries for Glimpse.com to Assignee's designated IP address the within one week of Effective Date or, at Assignee's option, on a schedule to be provided by Assignee. Assignor shall also use best efforts to assign required third-party software licenses (e.g., Oracle database licenses) to Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

TheFind, Inc

By: 

Name: SIVA V. KUMAR

Third Rose Media, Inc.

By: 

Name: FRANK HAN

## EXHIBIT A

All technology, know-how, information and intellectual property relevant to the glimpse.com website, including, without limitation:

- The name and trademark "Glimpse" and "Glimpse.com", the internet domain "Glimpse.com" and the relevant registry entity ("Registry") registration thereto and any and all related or similar domain names (including but not limited to glimpse.org, and glimpse.co.uk.), trade names, trademarks, service marks, and other related rights, along with all associated applications, registrations and goodwill (collectively, the "Domain Name")
- Software source code and object code for glimpse.com site, including digital asset publishing system, Run-time page generation, image server, scripts for automation, and internal management tools
- Third-party software licenses (e.g., Oracle database licenses) if assignable with or without consent from licensor
- All existing documentation for software code and tools including system architecture, component design, limitations/bugs, installation instructions, instructions for creating new templates on publishing system, instructions for using and modifying Endica API's, instructions for porting Oracle database to MySQL, etc.
- Email data base including mailing list of registered and potential users of site
- List of merchant contacts (including name, address, phone, email) that have supplied Assignor with data feeds
- Press contacts of reporters and bloggers who have published articles about Glimpse
- Contact information for current or former Assignee employees in the following areas:
  - Engineering contact for Glimpse source code and digital asset management system
  - Merchandising contact for merchant relationships and operational knowledge of digital asset management system