

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
i-sense software GmbH		11/04/2009	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Peter-Christoph Haider		
<b>Street Address:</b>	Stepbergweg 5		
<b>City:</b>	Grainau		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	82491		
<b>Entity Type:</b>	INDIVIDUAL: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77637591	GROUION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(604)608-4890		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	00498821988266		
<b>Email:</b>	peter.haider@groupion.com		
<b>Correspondent Name:</b>	Peter-Christoph Haider		
<b>Address Line 1:</b>	Stepbergweg 5		
<b>Address Line 4:</b>	Grainau, GERMANY 82491		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

OP \$40.00 77637591

NAME OF SUBMITTER:	Peter-Christoph Haider
Signature:	/peter-christoph haider/
Date:	11/04/2009
Total Attachments: 3 source=CCF04112009_00032#page1.tif source=CCF04112009_00032#page2.tif source=CCF04112009_00032#page3.tif	

# Trademark Sales Agreement

This contract is made between

i-sense software GmbH  
Stepbergweg 5  
82491 Grainau  
GERMANY

Representatives: – Benjamin Darcy Laurent Coutu, General Manager  
Born 12/09/1982 in Garmisch-Partenkirchen, Germany  
– Peter-Christoph Haider, General Manager  
Born 06/21/1983 in Augsburg, Germany

(hereinafter "Seller")

and

Peter-Christoph Haider  
Stepbergweg 5  
82491 Grainau  
GERMANY

(hereinafter "Buyer")

Both parties authorized representatives, through friendly negotiation, agree to enter into this agreement (hereinafter "The Agreement") under the terms as stipulated below:

## §1 PREAMBLE

- (1.) The Seller is registered owner of the trademark "Groupion" (hereinafter "The Trademark"), filed
  - (i.) with the U.S. Patent and Trademark Office (USPO) with the serial number 77637591 (filing date: Dec. 22<sup>nd</sup> 2008), and
  - (ii.) with the European Office of Harmonization for the Internal Market (OHIM) under the serial number 007426919 (filing date: Nov. 27<sup>th</sup> 2009).
- (2.) It is the intention of the Seller to transfer the Trademark and all rights connected with the Trademark to the Buyer.

## §2 PRICE OF THE CONTACT

- (1.) The Buyer is obliged to pay a buying price of € 500,00 ("fivehundert") to the Seller within 30 ("thirty") days after signing this contract.
- (2.) The payment shall be carried out via wire transfer to the German bank account of the Seller.

### **§3 TRANSFER OF TRADEMARK RIGHTS**

(1.) The Seller shall transfer all rights connected with the Trademark to the Buyer within 30 ("thirty") days after he received payment of the Buyer.

(2.) The Seller will also ensure that the change of ownership is filed with all relevant organizations, especially the USPO and OHIM.

### **§4 DELIVERY OF DOCUMENTS**

The Seller will handover all documents regarding the Trademark, especially filing documents.

### **§5 GOVERNING LAW**

This Agreement and any attachment hereto shall be deemed to have been executed in the Federal Republic of Germany and shall be governed by the laws of the Federal Republic of Germany, without regard to the conflict of laws provisions thereof. The Partner and GROUPION agree to submit to the personal and exclusive jurisdiction of the courts located in Munich, Germany.

### **§6 ENTIRE AGREEMENT**

The provisions contained in this Agreement and its attachments and documents incorporated herein constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement.

### **§7 INDEPENDENT ASSESSMENT**

Both parties acknowledge to have read this Agreement and any attachment hereto, and had the opportunity to consult with their own legal advisors. Both parties independently evaluated the desirability of engaging in this Agreement and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement or any attachment hereto.

### **§8 WRITTEN FORM**

(1.) Any changes or amendments to the contract between both parties require a written form. Oral subsidiary agreements are considered invalid.

(2.) Letters and emails are considered valid written form once they are delivered. Fax, SMS or any other method of transmission is not considered written form.

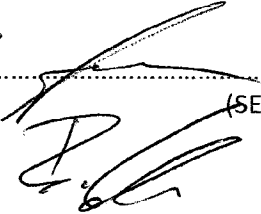
(3.) Emails are considered delivered once they were accepted by the addressee's mail server. Encoding or signatures of messages and data are only performed if requested and agreed in written form.



**§9 SEVERABILITY CLAUSE**

In case any of the afore mentioned provisions prove invalid, the validity of the whole contract will not be affected anyhow. An invalid or missing provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and/or both parties' intent.

11.04.09  
\_\_\_\_\_  
(CITY/DATE/SIGNATURE) (SELLER)



11.04.09  
\_\_\_\_\_  
(CITY/DATE/SIGNATURE) (BUYER)

