

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies).**

FindWhere Holding, Inc.

- Individual(s)
- General Partnership
- Corporation- State DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3 Nature of conveyance (Execution Date(s) :**

Execution Date(s) July 26, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: FindWhere B.V.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: Leifenseweg 111a

City Bilthoven

State \_\_\_\_\_

Country: The Nerherlands Zip: 3721 BC

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship The Nerherlands

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

3601130

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

White target with crosshairs and alignment guides on angle within light blue rectangle, plus words "FindWhere MOBILE" in violet

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Deborah Carroll

Internal Address Callagher Briody & Butler

Street Address: 155 Village Blvd.

City Princeton

State NJ Zip 08540

Phone Number 609-452-6000

Fax Number 609-452-0090

Email Address dcarroll@gbbllawyers.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$ 115

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

August 23, 2010

Date

Jaap Groor, Director

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 3601130

**Form PTO-1594  
Recordation Form Cover Sheet  
Trademarks Only**

**FindWhere Holding, Inc.**

Additional Sheet – 2 of 6

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s):

3611046

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

White target with crosshairs and alignment guides on angle within light blue rectangle, plus word "FindWhere" in violet

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s):

3629507

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Wordmark "FindWhere Mobile"

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s):

3608198

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Wordmark "FindWhere"

AGREEMENT OF PURCHASE AND SALE OF ASSETS

The undersigned,

- 1. The close corporation under the laws of the State Delaware (US) FINDWHERE HOLDING INCORPORATED, with its corporate domicile at 608 South King Street, Suite 200, Leesburg (VA 20175), United States, duly represented in this matter by Mr. J. Groot, hereinafter referred to as: 'the Seller'

and

- 2. The close corporation FINDWHERE B.V., with its corporate domicile in Utrecht, the Netherlands, and with its principal place of business in Bilthoven at Leyenseweg 111A (3712 BC), duly represented in this matter by Mr. J. Groot, hereinafter referred to as: 'the Buyer';

hereinafter jointly referred to as: 'the Parties';

whereas:

- i) The Seller is the party entitled to the Trade Name and brand name 'Findwhere', hereinafter jointly referred to as: 'the Trade Name'. The Trade Name is sufficiently known to the Parties, so that they do not require a further description thereof.
- ii) The Seller wishes to sell the rights attaching to the Trade Name (hereinafter referred to as: 'right to the Trade Name') and transfer them to the Buyer and the Buyer wishes to buy and acquire the rights to the Trade Name from the Seller.

have agreed as follows.

**Article 1. Purchase and sale**

- 1.1 The Seller hereby sells the rights to the Trade Name to the Buyer, and the Buyer buys the rights to the Trade Name from the Seller.
- 1.2 The rights to the Trade Name are transferred by means of the present agreement (hereinafter referred to as: 'the Agreement')
- 1.3 The Seller warrants that it is duly authorized to sell the rights to the Trade Name to FindWhere.
- 1.4 The rights to the Trade Name are sold with all rights, including any depending and ancillary rights, privileges and claims attaching to them.
- 1.5 The purchase price is USD 1,000 (one thousand American dollars). Payment of the purchase price will be executed through a reduction of the outstanding debt from Seller to Buyer for the above mentioned amount.
- 1.6 The Buyer will arrange for the change of the registration of the Trade Name in its name. For this purpose the Seller will cooperate on demand, in so far as its cooperation is required for this purpose. The costs relating to the change of the registration of the Trade Name will be borne by the Buyer.

**Article 2. Indemnification**

- 2.1 The Seller will indemnify the Buyer against all claims of third parties, whatever named, relating to the Trade Name and, if applicable, will compensate the Buyer.



**Article 3. Termination and nullification**

3.1 In so far as is possible by law, the Parties expressly exclude any possibility of termination and annulment of this Agreement on the basis of the relevant statutory provisions.

**Article 4. Scope of the Agreement**

- 4.1 If and in so far as provisions of this Agreement should not be legally valid or unenforceable, this will not affect the validity of the remainder of the Agreement. In that case the Parties will replace the provision concerned by a valid or enforceable provision which approaches the content and purport of the replaced provision as much as possible. The same applies with respect to any gaps in this Agreement.
- 4.2 Changes and/or additions to this Agreement are only valid if agreed in writing by the parties involved in this Agreement.
- 4.3 This Agreement contains all agreements made between the Parties in respect of the matters provided for in the Agreement. After this Agreement has been signed, any earlier oral or written agreements between the Parties on the same subjects must be considered to have lapsed.

**Article 5. Costs**

5.1 The costs of this Agreement will be borne by the Buyer.



**Article 6 Applicable law and competent court**

6.1 This Agreement and all agreements arising from it are governed by Dutch law.



6.2 Any disputes arising between the Parties by reason of or in relation to this Agreement will be settled by the District Court of Utrecht, the Netherlands.

Agreed and drawn up in duplicate in Bilthoven on July 26, 2010. (14.06 pm)

  
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FindWhere Holding Inc.  
On its behalf: J. Groot  
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FindWhere B.V.  
On its behalf: J. Groot