

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
FSI FontShop International GmbH		11/01/2010	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Robert Meek		
Street Address:	Oderberger Str. 3		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10435		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77838868	FONTSTRUCT	
CORRESPONDENCE DATA			
Fax Number:	(415)252-1331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	anita@fontfont.de		
Correspondent Name:	FSI FontShop International GmbH		
Address Line 1:	Bergmannstr. 102		
Address Line 4:	Berlin, GERMANY 10961		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	Petra Weitz		

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TRADEMARK

Signature:	/Petra Weitz/
Date:	11/01/2010
Total Attachments: 6 source=Supporting Legal Document, see page 5 point 5#page1.tif source=Supporting Legal Document, see page 5 point 5#page2.tif source=Supporting Legal Document, see page 5 point 5#page3.tif source=Supporting Legal Document, see page 5 point 5#page4.tif source=Supporting Legal Document, see page 5 point 5#page5.tif source=Supporting Legal Document, see page 5 point 5#page6.tif	

Agreement

between

FSI FontShop International GmbH
Bergmannstraße 102
10961 Berlin
Germany

for itself and on behalf of
FSI Fonts and Software USA, Inc
currently operating fontstruct.com (together hereinafter FSI)

and

Robert Meek
Oderberger Straße 3
10435 Berlin
Germany (hereinafter RM)

Preamble

FSI will transfer all of its rights in the online font generating software called "FontStruct", as currently operated at "http://fontstruct.fontshop.com" (hereinafter referred to as "FontStruct") to RM, with effect as of November 1st 2010 (hereinafter referred to as "Transfer Date").

FSI will sponsor the operation of FontStruct by RM for a period of 24 months from the Transfer Date.

§1 Assignment

1.1 FSI will transfer all of its rights in FontStruct on the Transfer Date to RM, in order to enable RM to operate and further develop, operate and maintain that software and the relevant website. FSI makes no warranty that the rights transferred are free from any third party rights or with regard to any fitness of FontStruct for a particular purpose or its merchantability and any and all warranties or liabilities with regard to FontStruct are hereby expressly disclaimed.

Further, FSI disclaims all warranty with regard to the FontStruct users and any use of their fonts, data or any other works created with FontStruct, or any use of their personal data.

It will be alone RM's responsibility to provide for a lawful and correct use of Fontstruct, the related website and all related services and data and that FontStruct will be operated in compliance with all legal requirements of any applicable law.

§2 Sponsorship



2.3 Benefits

RM agrees to operate and maintain FontStruct and ensure that the service is available online 24 hours a day, 365 days a year for as much of the time as is reasonably and technically possible starting on the Transfer Date.

RM will ensure that under FontStruct the FSI brand and FSI products, in particular fontshop.com, will continue to be promoted in the following ways:

2.3.1 An FSI newsletter signup option "Email me about new and free fonts from FontShop" will continue to appear on the registration page.

2.3.2 An updated and accurate list of the emails of FontStruct users who have signed up for the FSI newsletter will be emailed to FSI every week.

2.3.3 FSI products will be advertised in the same concentration, dimensions, and on the same range of FontStruct pages as has been usual prior to the Transfer Date, including wide-format ads on font-listing pages, and medium-format boxes on the homepage and those pages which provide an appropriate layout.

2.3.4 FSI will provide the content for their product advertising slots. This content can be delivered in the form of an RSS feed or similar data service.

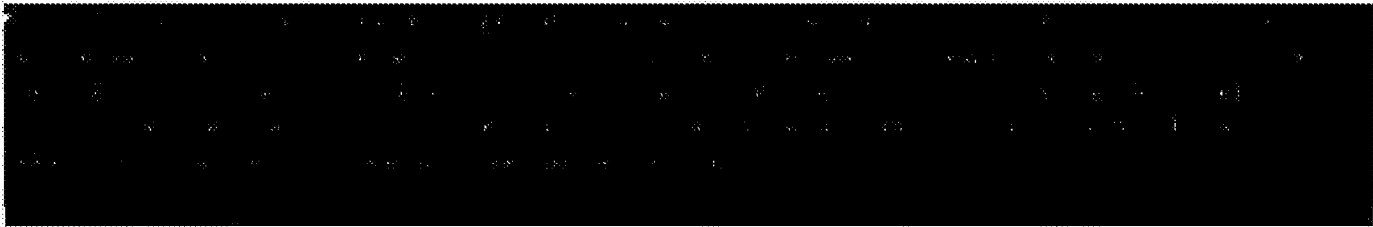
2.3.5 FSI's role as the main and founding sponsor of FontStruct will be acknowledged in the footer of the website - in textual form and through the display of the FontShop logo or other logos as determined by FSI in its reasonable discretion.

2.3.6 Up to 3 recent items from the FontFeed.com and the FSI FontShop twitter channel will be included automatically on the main "FontStruct Live" page.

2.3.7 FSI's founding role in creating FontStruct will prominently be recognized in a new "Our Sponsors" page reachable from the main navigation.

2.3.8 RM will undertake all reasonable and necessary steps to ensure that FontStruct and its content is always used in a way that is not detrimental to FSI, FSI's affiliates and each of their good reputation.

2.4 Other Sponsors



2.4.2 RM will not knowingly accept donations, sponsorship or advertising for FontStruct from any third party who promotes or sells offensive or illegal services or products. Clause 2.4.1 sentence 2 will apply accordingly.

2.4.3 FSI will be mentioned before any other sponsors in the website footer and wherever sponsors are listed on the website.

2.5 Duration and Renewal

2.5.1 FSI is hereby irrevocably granted the option to consecutively renew their sponsorship for one or more further 12 month periods after the initial period of 24 months has ended.

2.5.2 This option must be taken up in writing at the latest 30 days before the end of each respective sponsorship period.

2.5.3 Renewed sponsorship will provide the same benefits to FSI described in 2.2.

2.5.4 In order to renew their sponsorship, FSI must adjust the Contribution in accordance with changes in the German inflation rate as published by Statistisches Bundesamt Deutschland (*Verbraucherpreisindex*).

2.5.5 If the renewal option is not taken up, the sponsorship agreement is terminated and any later resumption of sponsorship of FontStruct by FSI must be renegotiated.

2.6 Ending Sponsorship

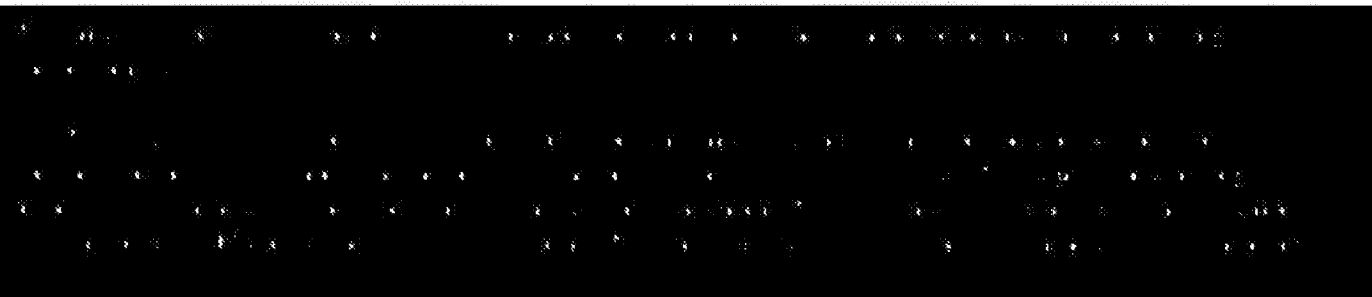
2.6.1 Should FSI no longer wish to sponsor FontStruct they may terminate the sponsorship agreement at any time by giving 90 days written notice to RM (regardless of any renewal of the sponsorship).

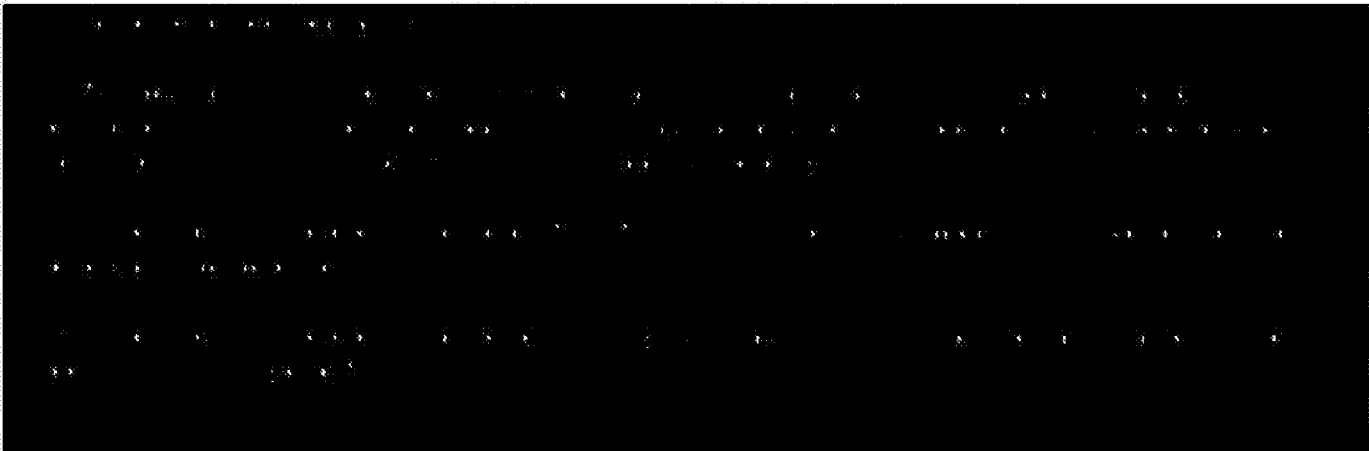
2.6.2 Should RM no longer wish to develop, operate or maintain FontStruct he may terminate the sponsorship agreement, by giving 90 days written notice to FSI.

2.6.3 Once the sponsorship agreement has ended no further Contributions will be due and RM will no longer be obliged to provide any of the agreed Benefits (2.3) to FSI.

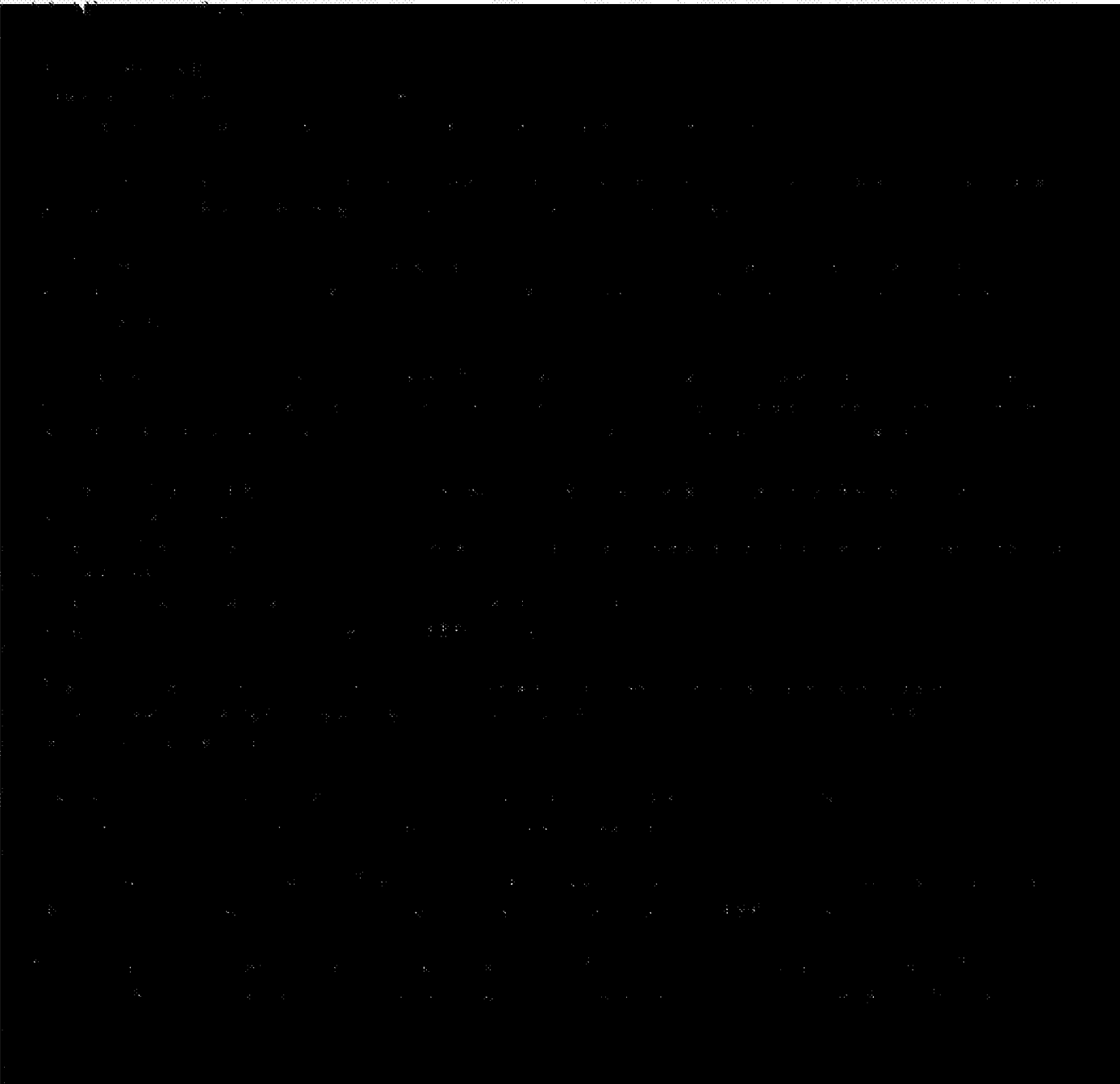
2.6.4 Termination of the sponsorship agreement will leave the Parties' obligations under §§ 3 and 4 of this agreement unaffected. These provisions shall survive the termination of this agreement.


§3 Sale of FontStruct





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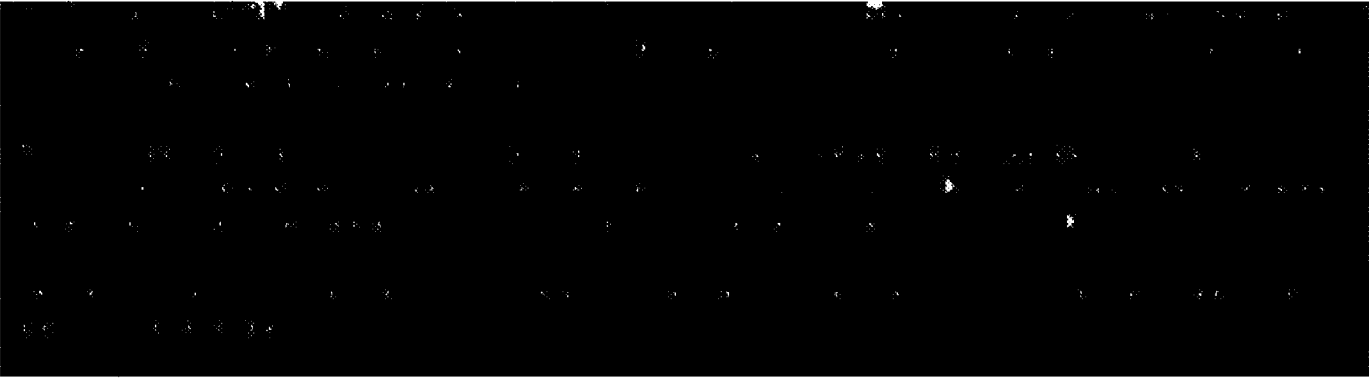





§5 Domain and Hosting

The domain "fontstruct.com" should be transferred into the ownership of RM within 60 days of the Transfer Date. All costs involved in such transfer will be borne by RM.

The same applies to the following domains: fontstruct.de, fontstruct.org as well as the registered Trademarks US Trademark # 77838868 and EU Trademark # 008605701



§ 6 Original Contract



§ 7 Other Provisions

Any amendments or additions to this Agreement must be in writing. This provision also applies to an amendment of the proceeding sentence.

Should any provision of this Agreement be or become invalid or unenforceable in whole or in part or should there prove to be an omission herein, this shall not effect the validity of the remaining provisions. In place of the invalid or unenforceable provision that valid and enforceable provision shall be deemed agreed which comes closest to meeting the purpose of the invalid or unenforceable provision. In the event of an omission that provision shall be deemed agreed which corresponds to what would have been agreed, on the basis of the spirit and purpose of this Agreement, had the parties given the matter their attention at the outset.

The Regional Court of Berlin (*Landgericht Berlin*) has the exclusive jurisdiction over all disputes arising out of or relating to this Agreement.

This Agreement shall be governed by German law, without reference to Germany's rules on conflicts of law. The UN Convention on the International Sale of Goods (CISG) shall not apply.

Date 19/10/2010

Petra Weitz

Petra Weitz for FSI

Date 12/10/2010

Robert Meek

Robert Meek