

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/17/2011
900184390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADSTRUC, LLC		09/21/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	ADstruc, Inc.		
Street Address:	CHURCH ST STATION, PO Box 3486		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10008		
Entity Type:	CORPORATION: <i>Delaware</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77947849	ADSTRUC	
CORRESPONDENCE DATA			
Fax Number:	(248)293-1309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6464418484		
Email:	josh@adstruc.com		
Correspondent Name:	Josh Warrum		
Address Line 1:	CHURCH ST STATION		
Address Line 2:	PO Box 3486		
Address Line 4:	NEW YORK, NEW YORK 10008		
NAME OF SUBMITTER:	Josh Warrum		
Signature:	/joshwarrum/		
Date:	02/17/2011		

QP \$40.00 77947849

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

Total Attachments: 8

source=ADstruc Distribution Agreement (PTO)#page1.tif

source=ADstruc Distribution Agreement (PTO)#page2.tif

source=ADstruc Distribution Agreement (PTO)#page3.tif

source=ADstruc Distribution Agreement (PTO)#page4.tif

source=ADstruc Distribution Agreement (PTO)#page5.tif

source=ADstruc Distribution Agreement (PTO)#page6.tif

source=ADstruc Distribution Agreement (PTO)#page7.tif

source=ADstruc Nunc Pro Tunc (PTO) 2011-02-17#page1.tif

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

ADSTRUC, LLC

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (this "*Agreement*") dated as of September 21, 2010 (the "*Effective Date*"), is entered into by and among ADSTRUC, LLC, a New York limited liability company (the "*Company*") and John Laramie, Josh Warrum and Chris Auffenberg (the "*Members*").

RECITALS

WHEREAS, the Members are the sole members of the Company;

WHEREAS, the Company is the owner of certain intellectual property as described on Exhibit A hereto (the "*Transferred IP*");

WHEREAS, the Company has rights and obligations pursuant to contracts (the "*Company Contracts*"), including, but not limited to, those contracts listed on Exhibit B hereto; and

WHEREAS, the Company intends to distribute all of its rights in the Transferred IP and all of its rights and obligations under the Company Contracts to the Members as described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TRANSFER OF IP RIGHTS.** All of Company's rights in the Transferred IP are hereby distributed to the Members as an equal, indivisible interest.
2. **TRANSFER OF CONTRACTUAL RIGHTS AND OBLIGATIONS.** All of Company's rights and obligations under the Company Contracts are hereby distributed to the Members as an equal, indivisible interest.
3. **GOVERNING LAW.** This Agreement shall be construed, interpreted, and applied in accordance with, and shall be governed by, the laws applicable in the State of Delaware.
4. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatories to the same counterpart.
5. **ENTIRE AGREEMENT.** This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof.

1.

342244 v2/CO

USPTO

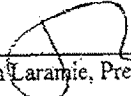
3/3/2011 10:37:30 PM PAGE 7/013 Fax Server

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

IN WITNESS WHEREOF, the parties have executed this Distribution Agreement as of the
Effective Date.

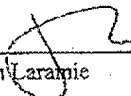
COMPANY:

ADSTRUC, LLC



John Laramie, President

MEMBERS:



John Laramie

Josh Warrum

Chris Auffenberg

SIGNATURE PAGE TO DISTRIBUTION AGREEMENT

USPTO

3/3/2011 10:37:30 PM PAGE 8/013 Fax Server

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

IN WITNESS WHEREOF, the parties have executed this Distribution Agreement as of the
Effective Date.

COMPANY:

ADSTRUC, LLC

John Laramie, President

MEMBERS:

John Laramie



Josh Warrum

Chris Auffenberg

SIGNATURE PAGE TO DISTRIBUTION AGREEMENT

USPTO

3/3/2011 10:37:30 PM PAGE 9/013 Fax Server

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

IN WITNESS WHEREOF, the parties have executed this Distribution Agreement as of the Effective Date.

COMPANY:

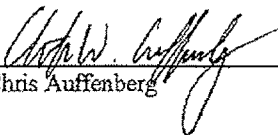
ADSTRUC, LLC

John Laramie, President

MEMBERS:

John Laramie

Josh Warrum



Chris Auffenberg

SIGNATURE PAGE TO DISTRIBUTION AGREEMENT

USPTO

3/3/2011 10:37:30 PM PAGE 10/013 Fax Server

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

EXHIBIT A

TRANSFERRED IP

Any and all confidential and/or proprietary knowledge, data or information relating to the current or planned business of ADstruc, Inc., a Delaware corporation, including, without limitation, trade secrets, inventions, mask works, ideas, materials, concepts, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques currently owned or licensed by the Company.

342244 v2/CO

TRADEMARK
REEL: 004515 FRAME: 0946

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

EXHIBIT B

COMPANY CONTRACTS

Membership Interest Purchase Agreement dated April 8, 2010 between ADstruc, LLC and [REDACTED]

Insurance Policy, policy number [REDACTED], dated June 13, 2010 between ADstruc, LLC and [REDACTED]

Consulting Agreement dated June 7, 2010 between ADstruc, LLC and [REDACTED]

Consulting Agreement dated May 10, 2010 between ADstruc, LLC and [REDACTED]

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 8, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of April 28, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of April 20, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 30, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 4, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 6, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of April 18, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 10, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of April 25, 2010

Confidentiality Agreement between ADstruc, LLC and [REDACTED] dated as of May 1, 2010

Letter Agreement dated February 10, 2010 between ADstruc, LLC and [REDACTED]

ADstruc, LLC filed a service mark application for the word mark "ADSTRUC" on March 1, 2010 on a 1B (intent to use) basis

Letter of Intent dated May 25, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated April 30, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated April 29, 2010 between ADstruc, LLC and [REDACTED]

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

Letter of Intent dated May 4, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated April 22, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated April 22, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated February 2, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated April 30, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated May 27, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated June 2, 2010 between ADstruc, LLC and [REDACTED]

Letter of Intent dated May 7, 2010 between ADstruc, LLC and [REDACTED]
[REDACTED]

Mutual Nondisclosure Agreement dated February 20, 2010 between ADstruc, LLC and [REDACTED]
[REDACTED]

Mutual Non-Disclosure Agreement dated May 21, 2010 between ADstruc, LLC and [REDACTED]

Mutual Nondisclosure Agreement dated February 20, 2010 between ADstruc, LLC and [REDACTED]
[REDACTED]

Mutual Nondisclosure Agreement dated February 10, 2010 between ADstruc, LLC and [REDACTED]
[REDACTED]

Mutual Nondisclosure Agreement dated February 24, 2010 between ADstruc, LLC and [REDACTED]
[REDACTED]

Mutual Nondisclosure Agreement dated April 27, 2009 between ADstruc, LLC and [REDACTED]
[REDACTED]

ADstruc Website Agreement dated April 30, 2009 between ADstruc, LLC and [REDACTED]

Email Amendment to ADstruc Website Agreement dated February 17, 2010 between ADstruc, LLC and [REDACTED]

Email Amendment to ADstruc Website Agreement dated June 3, 2010 between ADstruc, LLC and [REDACTED]

Email [REDACTED] Agreement dated March 2, 2010 between ADstruc, LLC and [REDACTED]

TO: JOSH WARRUM COMPANY: CHURCH ST STATION

NOTICE OF TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, John Lacombe, Josh Warrum and Chris Aufenberger, do assign, transfer, and convey effective nunc pro tunc as of September 21, 2010 to ADS, Inc., a Delaware Corporation, as successor in business all right, title and interest in the United States in and to the marks shown on Schedule A, hereto; the registrations thereof and the goodwill symbolized by and associated with the use of same; together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith.

Signature: [Signature]
Name: Josh Warrum
Date: 2/16/11

Signature: [Signature]
Name: John Lacombe
Date: 2/16/11

Signature: [Signature]
Name: Chris Aufenberger
Date: 2/16/2011

Schedule A

MARK	US Serial No.	Notice of Allowance Issued
ADS, Inc.	77627840	September 21, 2010