

**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>
SuperSecret, Inc.		03/21/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Knowledge Adventure, Inc.		
<b>Street Address:</b>	2377 Crenshaw Blvd., Ste. 302		
<b>Internal Address:</b>	Legal		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90501		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3690406	SUPERSECRET	
<b>Registration Number:</b>	3690405	SUPERSECRET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(831)309-6780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ttersol@adventure.com		
<b>Correspondent Name:</b>	Knowledge Adventure, Inc.		
<b>Address Line 1:</b>	2377 Crenshaw Blvd., Ste. 302		
<b>Address Line 2:</b>	Legal		
<b>Address Line 4:</b>	Torrance, CALIFORNIA 90501		
<b>NAME OF SUBMITTER:</b>	Teresa Tersol-Wiseman		
<b>Signature:</b>	/Teresa Tersol-Wiseman/		
<b>Date:</b>	04/14/2011		

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**TRADEMARK**  
**REEL: 004522 FRAME: 0357**



# ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of March \_\_\_\_, 2011 (the "*Agreement Date*"), by and among SUPERSECRET, Inc., a Delaware corporation ("*Seller*"), and Knowledge Adventure, Inc., a Delaware corporation ("*Purchaser*").

## RECITALS

A. Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase and acquire from Seller (as provided herein), the Seller Technology (as defined below) and Contracts (as defined below) (collectively, the "*Assets*") on the terms and conditions set forth in this Agreement.

B. Concurrently with the closing hereof Purchaser and Seller will enter into a Bill of Sale and Assignment and Assumption Agreement, a copy of which is attached hereto as Exhibit A, a Patent Assignment, a copy of which is attached hereto as Exhibit B, and all other assignments and documents that Seller and Purchaser are to execute and deliver pursuant to this Agreement, (all such assignments and other documents, collectively referred to herein as the "*Ancillary Agreements*").

NOW, THEREFORE, in consideration of the facts recited above and the mutual agreements set forth herein, the parties hereby agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

"*Closing*" and "*Closing Date*" shall mean March \_\_\_\_, 2011, unless otherwise mutually agreed.

"*Contracts*" shall mean only those Agreements identified in Exhibit C, Contracts.

"*Encumbrance*" means any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, tax lien, or any other encumbrance of any kind whatsoever.

"*Intellectual Property Rights*" means, collectively, all of the following intangible worldwide legal rights, whether or not filed, perfected, registered or recorded: (i) patents, patent applications (whether filed, unfiled, drafted in whole or in part or abandoned) ("*Patent Applications*"), and patent rights, including any and all continuations, continuations-in-part, divisions, reissues, reexaminations or extensions thereof, whether now existing or hereafter filed, issued or acquired; (ii) rights associated with works of authorship (including audiovisual works), including copyrights, copyright applications, and copyright registrations, moral rights, mask work rights, mask work applications and mask work registrations; (iii) rights relating to the

protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property including trademarks, service marks, trademark and service mark registrations and applications therefor, trade names, rights in trade dress and packaging and all goodwill associated with the same; (vi) rights in trade secrets, know-how, designs, plans and specifications; and (vii) all rights to sue for any past, present or future infringement of any of the foregoing rights and the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing rights, including without limitation damages for past, present or future infringement thereof. The term "Intellectual Property Rights" does not refer to tangibles or tangible embodiments of Intellectual Property Rights.

**"Liabilities"** means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including, without limitation, those arising under any law, action or governmental order and those arising under any contract, agreement, arrangement, commitment or undertaking.

**"Seller Technology"** means the technologies, inventions, invention disclosures, know-how and techniques of Seller (whether in tangible or intangible form), listed on Exhibit C to this Agreement, including the patents and patent applications identified on Exhibit C ("**Patent Properties**"), and any and all documentation, other materials and Intellectual Property Rights associated with any of the foregoing.

**"Transition Term"** means that period after the Closing Date during which time Purchaser and Seller will work to transfer all assets to Purchaser and Purchaser shall host Seller Technology on Purchaser's hardware as defined in Section 3.1 hereunder; provided, however, that the Transition Term will terminate upon the earlier to occur of (a) 120 days after the Closing or (b) conversion of the website www.supersecret.com to Purchaser's server location.

## ARTICLE 2 PURCHASE AND SALE OF ASSETS

**2.1 Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, on the Closing Date Seller will sell, assign, transfer, convey and deliver to Purchaser, and Purchaser will purchase and acquire, all right, title and interest in and to the Assets free and clear of all Encumbrances and Liabilities whatsoever, other than the Assumed Liabilities; provided, however, that the assignment and transfer with respect to each Contract shall be subject to obtaining any necessary third party consents.

**2.2 Liabilities.** As a material consideration and inducement to Purchaser to enter into this Agreement, Seller will retain and will be solely responsible for paying and performing, and Purchaser will not assume or otherwise have any responsibility or liability for, any and all Liabilities of Seller (whether now existing or hereafter arising), other than the Assumed Liabilities. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller will assign and transfer to Purchaser, and Purchaser will accept and assume the Assumed Liabilities. The Assumed Liabilities shall consist of the following:

(a) The liabilities and obligations under the Contracts that are required to be paid or performed on or after the Closing Date; and

(b) Liabilities arising on or after the Closing Date related to the Assets or otherwise arising out of Purchaser's operation and ownership of the assets.

**2.3 Excluded Assets.** Notwithstanding anything herein to the contrary, and without limitation of any other provision Seller shall retain all of its right, title and interest in and to, and Purchaser shall not acquire any interest in and to the following (collectively, the "**Excluded Assets**")

(a) all bank accounts of Seller (including the bank account in which the Purchase Price will be paid), and any cash, cash deposits, other cash equivalent instruments and short-term investments;

(b) all minute books, stock records and financial records;

(c) the shares of capital stock of Seller held in treasury;

(d) all personnel and other records that Seller is required by law to retain in its possession;

(e) all rights of Seller under this Agreement, the Bill of Sale and Assumption Agreement;

(f) all of the Company's hardware, furniture and equipment, including without limitation, the Co-Location Hardware and Equipment (each defined below); and

(g) any other assets (whether tangible or intangible) of Seller not specifically included within the definition of Assets.

**2.4 Purchase Price.** The aggregate purchase price for the Assets will be One Hundred and Fifty One Thousand Dollars and No Cents (\$151,000.00) (the "**Purchase Price**"), which sum is inclusive of Twenty Five Thousand Dollars (\$25,000.00) that has already been deposited by Purchaser with Seller's agent (the "Deposit"), The Brenner Group, Inc., and which Purchase Price (net of the Deposit) is to be paid by wire transfer in the amount of \$126,000.00 made to Seller on the Closing Date. Following the Closing Date, Purchaser and Seller shall, in good faith, discuss and try and reach agreement on the allocation of the Purchase Price among the Assets pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended (the "**Code**"). However, if Seller and Purchaser are unable to agree on the allocation of the Purchase Price within one hundred twenty days (120) days following the Closing Date, each of Seller and Purchaser may file IRS Form 8594 and any tax returns allocating the Purchase Price among the Assets in the manner each believes appropriate, provided such allocation is reasonable and in accordance with Section 1060 of the Code.

**2.5 Closing.** Subject to the terms and conditions of this Agreement, the Closing shall effectuate the sale and purchase of the Assets and the assumption of the Assumed Liabilities contemplated hereby and will take place on the Closing Date at the offices of Seller's Counsel,

Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, CA 94025-1015 at 10:00 a.m., Pacific Time, or at such other place, time and date as the parties may mutually select.

**2.6 Certain Closing Deliveries by Seller.** At the Closing, Seller will deliver or cause to be delivered to Purchaser all of the following items, against delivery to Seller of the Purchase Price by Purchaser at the Closing pursuant to Section 2.6 hereof:

(a) counterparts of this Agreement and each applicable Ancillary Agreement to be signed by Seller, executed on Seller's behalf by a duly authorized officer of Seller;

(b) assignments from Seller to Purchaser of all patents and patent applications included in the Seller Technology, duly executed on behalf of Seller by Seller's Chief Executive Officer and in a form acceptable for recording with the United States Patent and Trademark Office and elsewhere, and in substantially the form of Exhibit B attached hereto (collectively, the "*Patent Assignments*");

(c) subject to Section 2.8 hereof, copies or originals as appropriate of all:

(i) contracts listed on Exhibit C (the "*Contracts*")

(ii) patents and Patent Applications assigned to Purchaser hereunder and complete copies of the prosecution files associated with each; and

(iii) assignment agreements from inventors and any predecessor company(ies) establishing Seller's ownership in the Patent Properties.

(d) all items reasonably requested by Purchaser to be delivered pursuant to the provisions of this Agreement or any Ancillary Agreements, including without limitation, consents, waivers and approvals from third parties and governmental entities necessary to effect the assignment and transfer to Purchaser of the Assets free and clear of all Encumbrances (other than the Assumed Liabilities), subject to Section 2.9 hereof.

**2.7 Certain Closing Deliveries by Purchaser.** At the Closing, Purchaser will deliver to Seller all of the following items, against delivery to Purchaser of the items, documents, assets and certificates to be delivered to Purchaser by Seller at the Closing pursuant to Section 2.5 hereof:

(a) the Purchase Price (net of the Deposit), payable by wire transfer in the amount of \$126,000.00; and

(b) counterparts of this Agreement and each applicable Ancillary Agreement to be signed by Purchaser, executed on behalf of Purchaser by duly authorized representatives of Purchaser.

**2.8 Further Assurances; Cooperation.** In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further

instruments and documents) as any other party reasonably may request, all at the sole cost and expense of the requesting party.

**2.9 Manner of Delivery of Seller Technology.** Seller agrees to use commercially reasonable efforts (i) to transfer the Seller Technology to Purchaser by electronic means and (ii) to not deliver any tangible manifestations of such Seller Technology to Purchaser. Each of Seller and Purchaser further agree to (i) cause the Electronic Delivery Certification attached hereto as Exhibit E to be executed on behalf of such party by a duly authorized officer of such party as well as by a representative of such party who supervised the transfer of the Seller Technology in the manner required by this Section 2.9, and (ii) to deliver an executed counterpart of the Electronic Delivery Certification to the other party no later than the later of thirty (30) days after the Closing or as mutually agreed, or five (5) days after delivery post-Closing of all of the Seller Technology.

**2.10 No Representations.** Purchaser acknowledges and agrees that the Assets are sold “as is” and Purchaser agrees to accept the Assets in the condition they are in on the Closing Date based on Purchaser's own inspection, examination and determination with respect to all matters, and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in writing in this Agreement.

## ARTICLE 3

### OTHER MATTERS

#### 3.1 Use of Hardware and Equipment.

(a) During the Transition Term, Purchaser will have full use of the Seller's (a) hardware listed on Exhibit D and located at the Equinix Center at 255 Caspian Drive, Sunnyvale, California (the “**Co-Location Hardware**”) to the extent Purchaser requires use for the continued provision of online services during the Transition Term; provided, however, that Purchaser abides by and complies with the terms and conditions set forth in that certain Master Services Agreement dated July 29, 2008 between Seller and Equinix Operating Co., Inc. (“**Equinix**”) (including, without limitation, the Policies, as defined under the Equinix Agreement) (the “**Equinix Agreement**”) and the Internap Master Services Agreement (and attachments thereto) and Sales Orders #s 10000089489, 10000097563, and 10000097563 (the “**Internap Agreement**”) and (b) equipment listed on Exhibit D which will be located at Pier 38, San Francisco, California as of the Closing (the “**Equipment**”). Purchaser agrees to use commercially reasonable efforts to expedite such conversion. During the 60-day period after the Closing, Seller shall be responsible for any ensuring that any required maintenance or repair of Seller's hardware listed on Exhibit D will be done to minimize any downtime of the online services; provided, however, that Seller shall not be required to spend more than an aggregate of \$2,000.

(b) During the Transition Term, Purchaser shall be responsible for all payments and liabilities related to or incurred during the normal course of business during the Transition Term with respect to the use by Purchaser of the Co-Location Hardware and

Equipment, including, without limitation, the monthly payments due under the Equinix Agreement and the Internap Agreement. During the Transition Term, within 10 days of receipt of a request from Seller (a "Payment Request"), Purchaser shall deliver to Seller (by check payable to Seller or wire transfer to an account designated by Seller) an amount equal to the amount indicated in the Payment Request, which amount shall be no more than \$15,000 each month, for payments due under the Equinix Agreement and the Internap Agreement (the "**Monthly Payment**"). In the event Purchaser fails to timely pay the Monthly Payment to Seller or fails to abide by or comply with the terms and conditions set forth in the Equinix Agreement and/or the Internap Agreement (a "**Default**"), Seller shall have the right to shut down and/or remove the Co-Location Hardware and Equipment upon any such Default. In the event, if, after receiving timely Monthly Payment from Purchaser, Seller fails to pay the monthly amounts owed under Equinix Agreement or the Internap Agreement, and such failure results in the disruption of service of the online services, Seller agrees to reimburse Purchaser for any funds reasonable expended by Purchaser to maintain the online services due to such failure by Seller within five (5) days of the proceeds received from Seller's sale of hardware; provided, however, that Seller shall not be required to spend more than an aggregate of \$15,000.

(c) With respect to the Equinix Agreement, (i) Purchaser understands and agrees that Purchaser has no right to sublicense, delegate, assign or otherwise transfer rights to use the Sublicensed Space (as defined under the Equinix Agreement) to any person or entity without Equinix's written consent, which consent may be withheld for any reason whatsoever or no reason, and (b) Purchaser waives, to the maximum extent permitted under law, any and all claims of any and all types against Equinix and the landlords of Equinix, at all times, and that in no event will Equinix, or landlords of Equinix, have any liability to Purchaser, including liability to Purchaser for any damages whatsoever, including direct damages.

(d) Upon the termination of the Transition Term, Seller may sell such Co-Location Hardware and Equipment; provided, however, that (a) other than respect to a live or electronic auction (an "Auction"), Purchaser shall have a right of first offer to purchase the Co-Location Hardware upon the terms and conditions Seller is proposing to sell such hardware if Purchaser agrees to acquire such hardware within five (5) days of receiving notice of such proposed sale from Seller (the "Sale Notice") and completes such acquisition within ten (10) days of receiving the Sale Notice. In the event of an Auction, Seller shall provide Purchaser notice of such Auction at least five (5) days prior to the live auction or the final day of the electronic auction. In the event Purchaser elects not to purchase the Co-Location Hardware, Seller agrees to provide Purchaser with a Certificate of Destruction attesting to the removal of any and all Assets, including, but not limited to software, content and databases from such hardware within five (5) days of sale of such hardware.

**3.2 Privacy Policy and Terms of Use.** With respect to the Subscriber and Customer Information (as described in Exhibit C), Purchaser agrees to abide by Seller's Privacy Policy and Terms of Use as set forth on Exhibit F attached hereto.



**ARTICLE 4  
TAX MATTERS**

**4.1 Transaction Taxes.** Purchaser shall be responsible for, and shall pay all excise, value added, registration, stamp, property, documentary, transfer, sales, use and similar taxes, levies, charges and fees incurred, or that may be payable to any taxing authority, in connection with the transactions (including without limitation the sale, transfer, and delivery of the Assets) contemplated by this Agreement (collectively, "**Transaction Taxes**"). Purchaser shall be responsible for preparing and filing any tax return relating to such Transaction Taxes and shall provide a copy of such return to Seller. Purchaser and Seller agree to cooperate in minimizing the amount of any such Transaction Taxes and in the filing of all necessary documentation and all tax returns, reports and forms with respect to all such Transaction Taxes, including any available pre-Closing filing procedures.

**ARTICLE 5  
GENERAL PROVISIONS**

**5.1 Expenses.** All costs, expenses or fees, including, without limitation, fees and disbursements of counsel, financial advisors, accountants, brokers, finders or investment bankers, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses, whether or not the Closing will have occurred.

**5.2 Notices.** All notices, consents and other communications required or permitted to be given under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices, consents and communications will be sent to the addresses set forth below or to such other address as may be specified by the receiving party to the sending party in accordance with this Section.

(a) if to Seller:

SuperSecret, Inc.  
c/o The Brenner Group, Inc.  
19200 Stevens Creek Blvd., Suite 200  
Cupertino, CA 95014  
Attention: Ted Barnett  
Chief Executive Officer  
Facsimile: (408) 873-3404

With a copy to:

Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025-1015  
Attention: Donald M. Keller, Jr.  
Facsimile: (650) 614-7401

(b) if to Purchaser:

Knowledge Adventure, Inc.  
2377 Crenshaw Blvd., Suite 302  
Torrance, California 90501  
Attention: David N. Lord, President & Chief Executive Officer

**5.3 Headings; Defined Terms.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**5.4 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**5.5 Assignment.** This Agreement will be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.

**5.6 Amendment; Waiver.** This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Purchaser. Waiver of any term or condition of this Agreement will only be effective if in writing and will not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

**5.7 Governing Law.** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. Each party shall bring any legal action arising under this Agreement solely in the federal courts of the Northern District of California or state courts of Santa Clara County, California, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.

**5.8 Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

**5.9 Restriction on Disclosure of Agreement Terms.** Neither Purchaser, on the one hand, nor Seller, on the other hand, shall publicly disclose or announce the price being paid by Purchaser for the Assets hereunder or the detailed terms and conditions of this Agreement (other than to such party's employees, directors or advisors), without the other party's prior consent; provided, however, that notwithstanding the foregoing, a party may make such disclosures

regarding this Agreement (i) as it determines with the advice of its legal counsel, are required under applicable laws and regulations or orders, decrees, inquiries or subpoenas of any court or governmental body or by the requirements of any stock exchange, and in that case such party will give the other party or parties hereto prior notice of its intention to make such disclosure pursuant to this proviso and (ii) to a third party, in connection with an actual or prospective financing, merger or acquisition or similar transaction.


**5.10 Entire Agreement.** This Agreement and the Ancillary Agreements constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter.

**[The remainder of this page has been intentionally left blank]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Purchaser:**

**KNOWLEDGE ADVENTURES, INC.**

By: 

Name: David N. Lord  
Title: Chief Executive Officer

**Seller:**

**SUPERSECRET, INC.**

By: 

Name: Ted Barnett  
Title: Chief Executive Officer

[SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT]

**EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this “*Agreement*”) is made as of March \_\_\_, 2011 by SUPERSECRET Inc., a Delaware corporation (“*Seller*”), in favor of KNOWLEDGE ADVENTURE, INC., a Delaware corporation (“*Purchaser*”). Seller and Purchaser are parties to a certain Asset Purchase Agreement dated as of March \_\_\_, 2011 (the “*Asset Purchase Agreement*”) by and between Seller and Purchaser. Capitalized terms used without definitions in this Agreement shall have the same meanings ascribed to such terms in the Asset Purchase Agreement. This Agreement is being made and entered into pursuant to the Asset Purchase Agreement.

1. **Sale and Assignment of Assets.** Pursuant to the Asset Purchase Agreement, Purchaser has on the date hereof purchased from Seller the Assets. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver to Purchaser all right, title and interest in and to the Assets.

2. **Acceptance and Assumption.** Purchaser hereby accepts and acquires and assumes from Seller the Assumed Liabilities, and hereby covenants and agrees to perform and discharge all of the obligations under the Assumed Liabilities.

3. **Purchase Price; Receipts.** Seller hereby acknowledges receipt from Purchaser of payment for the Assets, in accordance with the Asset Purchase Agreement. Seller hereby agrees to execute all acknowledgments, receipts and other documents (collectively, “*Receipts*”) required by Purchaser to evidence such payment for the Assets.

4. **Clear Title.** With respect to the Assets, Seller is making certain representations as to title in the Asset Purchase Agreement, subject to the exceptions (if any) therein provided.

5. **Further Assurances.** Seller agrees to cooperate with Purchaser to execute and deliver such other documents and instruments and to do such further acts as from time to time may be reasonably requested by Purchaser, at the cost and expense of Purchaser, (i) to evidence, vest, perfect and confirm, document, record and carry out the sale of the Assets to Purchaser as contemplated by the Asset Purchase Agreement and this Agreement and the ownership of all

right, title and interest therein by Purchaser at Purchaser's expense and (ii) to facilitate the recovery of any taxes incurred by Purchaser with respect to the consummation of the transactions contemplated by the Asset Purchase Agreement.

6        **Effect of Agreement.** Nothing in this Bill of Sale and Assignment Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control. This Agreement may be executed in counterparts.

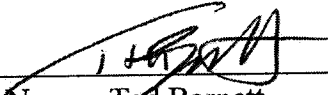
6.        **Governing Law.** This Agreement shall be governed by California law, excluding principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have caused this Bill of Sale and Assignment Agreement to be executed on the date first written above.

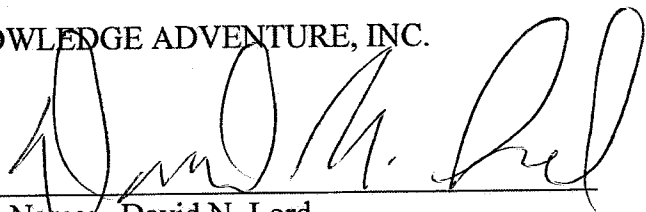
“SELLER”

SUPERSECRET, INC.

By:   
Name: Ted Barnett  
Title: Chief Executive Officer

“PURCHASER”

KNOWLEDGE ADVENTURE, INC.

By:   
Name: David N. Lord  
Title: Chief Executive Officer

[SIGNATURE PAGE FOR BILL OF SALE AND ASSIGNMENT AGREEMENT]



**EXHIBIT B**  
**PATENT ASSIGNMENT**

## PATENT ASSIGNMENT

This Patent Assignment is entered into by and between SUPERSECRET, Inc., a Delaware corporation ("*Assignor*"), and Knowledge Adventure, Inc., a Delaware corporation ("*Assignee*") as of March\_\_\_\_, 2011.

### RECITALS

A. Assignee desires to acquire ownership of the Patents (defined below) from Assignor pursuant to that certain Asset Purchase Agreement between Assignee and Assignor dated of even date herewith (the "*Purchase Agreement*").

B. Assignor desires to transfer all right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration paid by Assignee to Assignor, receipt and sufficiency of which Assignee hereby acknowledges, Assignee and Assignor agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby irrevocably assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to (i) the United States patent application set forth on **EXHIBIT A** to this Patent Assignment, all inventions described or claimed therein and improvements thereto, all foreign counterparts thereof and the right to claim priority, all United States and foreign patents issuing or claiming priority from any of the foregoing, and all supplemental protection certificates, reissues, renewals, continuations, continuations-in-part, and divisionals, revisions, substitutions, extensions, reexaminations or any foreign counterparts thereof, throughout the world ("*Patents*"); (ii) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement or other unauthorized exploitation of any Patents prior to, on or after the date of this Patent Assignment, and all damages, royalties and other payments now or hereafter due and/or payable by reason of any past, present or future infringements of the Patents or unauthorized exploitation of the same, with the right to prosecute and sue for (in Assignee's own name) and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Assignor authorizes the United States Patent and Trademark Office, and the empowered officials of all other governments in any foreign jurisdiction to issue or transfer all said Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor agrees, without further consideration, to execute and deliver all agreements, documents or other materials reasonably requested by Assignee and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's right, title and interest in and to the Patents in any and all countries throughout the world; provided that the requesting party shall pay the reasonable out-of-pocket expenses of the other party incurred in connection with complying with this Section 3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of

Assignee, its successors and assigns to demand and receive each and all of the Patents and all rights associated therewith and related thereto.

4. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Patent Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. The rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

5. This Patent Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

[Signature Page Follows]

“Assignor”

SUPERSECRET, INC.

EXECUTED:

Date: March 3, 2011

By:  \_\_\_\_\_

Name: Ted Barnett

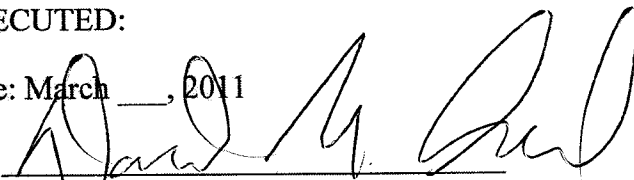
Title: Chief Executive Officer

“Assignee”

ACKNOWLEDGE ADVENTURE, INC.

EXECUTED:

Date: March \_\_\_\_\_, 2011

By:  \_\_\_\_\_

Name: David N. Lord

Title: Chief Executive Officer

**Exhibit A**

SUP001 Patent Application 12/485,671

SUP002 Patent Application 12/582,961

## EXHIBIT C

### SELLER TECHNOLOGY AND CONTRACTS

#### SELLER TECHNOLOGY:

##### Patent Properties:

- SUP001 Patent Application 12/485,671
- SUP002 Patent Application 12/582,961

##### Domain Names:

- www.supersecret.com
- www.kidpowered.com
- www.secretland.com
- www.supersneek.com

##### Software Source Code and Documentation:

- SuperSecret Server and Client Software  
Java back-end with Flash client components; including related build-scripts and bug database.
- “Worldbuilder” Content Management System  
Flex-based system for editing game assets (animations, images, sounds), economy (prices, object names), quests, maps, minigames, and other components of the service. Requires “SuperSecret Server and Client Software”.
- System Analytics  
Grails-based code to generate web-based reports for site usage, traffic levels, subscriptions, and other key metrics. Requires SuperSecret Server and Client Software.

##### Trademarks:

See attached Attachment 1 to Exhibit C.

#### CONTRACTS:

OHS WEST:261082750.6

- Consulting Service Agreement between Seller and Iteon Consulting, LLC dated July 6, 2010.
- Agreement between Seller and Crisp Thinking (UK) Limited dated January 12, 2009
- Agreement between Seller and Spil Games B.V. dated February 17, 2009, as amended
- Wild Tangent Promotion Agreement dated February 6, 2009 between Seller and WildTangent, Inc.
- Merchant Agreement dated February 11, 2009 between Seller, and Global Collect Services B.V. and Global Collect B.V.
- Synchronization and Performance License between Seller and Tom Luce executed as of August 18, 2008
- Amazon Web Services Customer Agreement
- License Agreement dated February 21, 2011 between Seller and Spitball Entertainment, Inc.
- Game Software Content License and Distribution Agreements for following titles:

Developer	Title	Date of Agreement
Will Hankinson	Filler	May 20, 2008
Scarybug Games, LLC	Chronotron	June 4, 2009
Richard Davey	Kyobi Abominaball	May 20, 2009
Danny Miller	Boomshine	May 25, 2008
Pizmo Games	Jigsaw Puzzle Sugar Crash House of Cards Inwordz You Blind	April 20, 2009
Nitrome Limited	Chick Flick	June 3, 2008
Michael Diskett	Bug Off Word Rain	May 23, 2009
Matteo Guarnieri	Particles	April 9, 2009
Lets Design	3D Racing	February 2, 2009
Kaiparasoft Limited	Bloons Tower Defense 3 Guesstimation Bombot II Tabuto Meeblings Bloons Jr Bloons Pop3 Bloons Pak5	June 1, 2009

Developer	Title	Date of Agreement
Hero Interactive, LLC	Bubble Tanks 2 StormWinds StormWinds: The Lost Campaigns	May 11, 2009
Gareth Thomas	Super Stacker Bubble Cannon Hungry Blocks Seriball Tower Stacker Maze Man 2 Maze Man Particle Blaster Square Divide Square Divide Time Trial	April 27, 2009
Elliott Smith	Insurgo	May 18, 2009
Dave Munsic	Retrosheet Ballies	June 8, 2009
Christopher Okhravi	Black White Car	May 22, 2009
Casey Hollingsworth	5 Differences 6 Differences Red	July 14, 2009
Brad Merritt	Tarnation	July 18, 2009
Brad Borne	Fancy Pants 2	May 20, 2008
Brad Borne	Fancy Pants World 1	April 30, 2009
Bekho Team	Jet Fighter	July 18, 2009
Armor Games Inc	Four Second Frenzy Grid 16 Indestruct2Tank IndestructoCopter Luminara Ocean Explorer TBA Compulse Shift-2 S.T.A.R. Defence TwoThree	May 15, 2008
Andrew C. Sandifer	Gravibounce	April 4, 2009
Andre Spierings	Fishing Girl	May 27, 2009
Acmesoft Co, Ltd	Harsh Marsh iPhone	January 28, 2009



Developer	Title	Date of Agreement
Marcus Richert	Lars' Adventure Rainbow Fish Dooe	May 1, 2009
Juan Ignacio Albanesi	Xee Bee	July 1, 2009
Anton Fedoruk	Star Beacons Casual Space	June 12, 2009
Pixeljam Games, Inc.	Dino Run	November 1, 2008
Paul Preece	Desktop Tower Defense	October 1, 2008
Mark Fennell	Premier League Foolsball	August 12, 2008
Lofty Interactive, LLC	Drople Asteroid Dash Avalancher	March 25, 2009
Kaiparasoft Limited	Bloons Bloons Tower Defence More Bloons Replay Racer 2 Hotcorn	September 1, 2008
Hatched Games	MAD: Mutually Assured Destruction	April 19, 2008
Garbuz Studio LLC	Golden Seeds Bubble Quod	March 11, 2009
Alejandro Guillen Berrocal	Magic Pen Magic Pen2	May 20, 2009
Alan Rawkins	Dolphin Challenge	November 1, 2008
Acmesoft Co. Ltd.	Snow Kids Astro Saver Sphere Craze Harsh Marsh	October 13, 2008

ATTACHMENT 1 TO EXHIBIT C

TRADEMARK	APPLICATION/REGISTRATION NO.	Filing Date/Registration Date	INTERNATIONAL CLASS/ DESCRIPTION OF SERVICES	CURRENT STATUS
SUPERSECRET®  United States	77/541,969  3,690,406	8/7/2008  9/29/2009	Class 41: Operating and maintaining an online virtual world for entertainment purposes, namely, providing online computer games and children's activities; providing a virtual economy and a virtual currency for transaction of virtual commerce  First-Use Date: 1/1/2009	Registered
SUPERSECRET®  United States	77/541,966  3,690,405	8/7/2008  09/29/2009	Class 38: Operating and maintaining a virtual world, namely, providing electronic messaging, online chat rooms, and avatar-based communications for transmission of messages among computer users concerning general fields of interest  First-Use Date: 1/1/2009	Registered
SUPERSECRET®  Madrid Protocol  Countries: CTM/Europe®	A0015017  1000130	1/21/2009  1/21/2009	Class 16: Trading cards.  Class 38: Operating and maintaining a virtual world, namely, providing electronic messaging, online chat rooms, and avatar-based communications for transmission of messages among computer users concerning general fields of interest.  Class 41: Operating and maintaining an online virtual world for entertainment purposes, namely, providing online computer games and children's activities; providing a virtual economy and a virtual currency for transaction of virtual commerce.  Country Notes:  Australia & China have been withdrawn from this registration.  CTM/European Union: Granted/registered  Japan: Second Payment/Registration Fee Not Authorized	Registered
SUPERSECRET®  New Zealand	801460  801460	1/16/2009  9/10/2009	Class 16: Trading cards  Class 38: Operating and maintaining a virtual world, namely, providing electronic messaging, online chat rooms, and character-based communications for transmission of messages among computer users concerning general fields of interest  Class 41: Operating and maintaining an online virtual world for entertainment purposes, namely, providing online computer games and children's games; providing a virtual economy and a virtual currency for transaction of virtual commerce	Registered
SUPERSECRET™  United States	77/541,962	8/07/2008	Class 16: Trading cards  Intent-to-Use	Published  NOA Issued

TRADEMARK	APPLICATION/ REGISTRATION NO.	Filing Date/ Registration Date	INTERNATIONAL CLASS/ DESCRIPTION OF SERVICES	CURRENT STATUS
SUPERSECRET™  Canada	1424763	1/16/2009	<p>Wares: Trading cards</p> <p>Services: (1) Operating and maintaining a virtual world, namely, providing electronic messaging, online chat rooms, and avatar-based communications for transmission of messages among computer users concerning general fields of interest. (2) Operating and maintaining an online virtual world for entertainment purposes, namely, providing online computer games and children's games; providing a virtual economy and a virtual currency for transaction of virtual commerce provided via an internet website.</p> <p>Intent-to-Use as to Canada</p>	Pending

## EXHIBIT D

### List of Co-Location Hardware:

Serial No	Description	SuperSecret ID
001E68864C80	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0103-s32
001E6886228E	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0103-s31
001636FFD5C0	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0103-s30
001E6886584C	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0103-s29
001E68866070	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0103-s28
001E6886612C	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0103-s27
001E6886585C	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 0 GB RAM	r0103-s26
001E6886582C	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS + 250 GB SATA, 8 GB RAM	r0103-s25
001E6886241E	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0103-s24
001E689B413B	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0103-s23
001E689B40DB	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0103-s22
001E689B41AF	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0103-s21
001E689B42CB	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 8 GB RAM	r0103-s20
001E689B40DF	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS + 250 GB SATA, 16 GB RAM	r0103-s19
001E689B4133	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 8 GB RAM	r0103-s18
001E68864DB4	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0102-s32
001E6886241A	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0102-s31
001E68862176	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0102-s30
001E68866058	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0102-s29
001E68865EDC	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0102-s28
001E68865FAC	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0102-s27
001E68866050	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0102-s26
001E68865414	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0102-s25
001E68862292	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0102-s24
001E689B4227	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0102-s23
001E689B3FCB	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0102-s22
00238B4212F3	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 8 GB RAM	r0102-s21
001E689B4263	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 0 GB RAM	r0201-s31
001E689B42C7	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 8 GB RAM	r0201-s30
00238B8A3577	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s29
00238B4212EB	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s28
001E689B3E7F	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s27
001E689B426B	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s26
00238B8A3120	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 0 GB RAM	r0201-s25
00238B8A3867	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 0 GB RAM	r0201-s24
001E689B4387	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 0 GB RAM	r0201-s23
001E689B43CF	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s22
00238B421323	Sun X2200, 2x Opteron 2347 HE, 250 GB SATA, 16 GB RAM	r0201-s21
00144F8D502A	Sun X4140, 2x Opteron 2356, RAID HBA, 8x 73 GB 15K SAS, 64 GB RAM	r0103-s16
00144F8D4972	Sun X4140, 2x Opteron 2356, RAID HBA, 8x 73 GB 15K SAS, 32 GB RAM	r0102-s16
00212800359A	Sun X4140, 2x Opteron 2356, RAID HBA, 8x 73 GB 15K SAS, 48	r0102-s15

Serial No.	Description	SuperSecret ID
	GB RAM	
00144F8D8496	Sun X4140, 2x Opteron 2356, RAID HBA, 8x 73 GB 15K SAS, 32 GB RAM	r0201-s14
2128009242	Sun X4240, 1x Opteron 2356, RAID HBA, 8x 146 GB 10K SAS, 8 GB RAM	r0201-s16
JN1100CC6ADB	Juniper J6350 with (6x GE SFP uPIM) card	edge1
JN1103427ADB	Juniper J6350 with (6x GE SFP uPIM) card	edge2
BM0208204346	Juniper EX4200, 24-port GigE switches with 8 port POE and dual power supplies	
BM0208204279	Juniper EX4200, 24-port GigE switches with 8 port POE and dual power supplies	
BM0208204224	Juniper EX4200, 24-port GigE switches with 8 port POE and dual power supplies	
BM0208392848	Juniper EX4200, 24-port GigE switches with 8 port POE and dual power supplies	
BM0208372201	Juniper EX4200, 24-port GigE switches with 8 port POE and dual power supplies	
CN903XJ01Z	HP ProCurve 2810-48G, 48-port GigE switches	
CN906XJ008	HP ProCurve 2810-48G, 48-port GigE switches	
CN903XJ04G	HP ProCurve 2810-48G, 48-port GigE switches	
CN848XJG00	HP ProCurve 2810-48G, 48-port GigE switches	
CN907XJ02M	HP ProCurve 2810-48G, 48-port GigE switches	
CN848XJGDP	HP ProCurve 2810-48G, 48-port GigE switches	
(in box)		
CN903XJ08B	HP ProCurve 2810-48G, 48-port GigE switches	
(in box)		
CN907XJ0B1	HP ProCurve 2810-48G, 48-port GigE switches	
FTX1227A25X	Cisco 2811 with high speed wan interface card with 16 RS232 async ports	
ZA0816004875	APC 7940 PDU	r0102-l
ZA0816004134	APC 7940 PDU	r0102-r
ZA0816004152	APC 7940 PDU	r0103-l
ZA0816004155	APC 7940 PDU	r0103-r
ABEE0000078	APC Sentry CDU	
ABEE0000089	APC Sentry CDU	
ZA0806008647	APC 7901 PDU	r0101-u
ZA0806008473	APC 7901 PDU	r0101-l
f5-ycme-sohz	BIG-IP 1600 with LTM module	slb1
f5-qblk-ncoo	BIG-IP 1600 with LTM module	slb2
REP20H101497	Linksys SR224G 24 port 10/100 switch with 2 GigE ports	
REP20H600441	Linksys SR224G 24 port 10/100 switch with 2 GigE ports	
REP20H600442	Linksys SR224G 24 port 10/100 switch with 2 GigE ports	

Serial No.	Description	SuperSecret ID
	Netgear JGS524 24 port GigE switch	
	Netgear JGS524 24 port GigE switch	
	Dell 17" monitor	

List of Equipment:

Serial No.	Description	SuperSecret ID
001E688657AC	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM, DVD-ROM	r0100-s20
001E688657FC	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s21
001E68862406	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s22
001E6886240A	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s23
001E68862282	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s24
001E6886217E	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 16 GB RAM	r0100-s25
001E6865A1BD	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s26
001636E789A5	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s27
001E6878F6D5	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 24 GB RAM	r0100-s29
001E6865A3AD	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s30
001E68862286	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM	r0100-s31
001E6886227E	Sun X2200, 2x Opteron 2347 HE, 146 GB 15K SAS, 8 GB RAM, DVD-ROM	r0100-s32
9R2BXD1	Dell PowerEdge 2900, Xeon L5320, 4 GB RAM, 6x 146GB 10K SAS	brain
3XKKCF1	Dell PowerEdge 2950, Xeon E5420, 8 GB RAM, 2x 73GB 15K SAS	iron2
4XKKCF1	Dell PowerEdge 2950, Xeon E5420, 8 GB RAM, 2x 73GB 15K SAS, 2x 250GB 7.2K SATA	wb
5XKKCF1	Dell PowerEdge 2950, Xeon E5420, 8 GB RAM, 2x 73GB 15K SAS	wbprod
	SWITCHES	
	Netgear JGS524, 24 port GigE switch	rack switch
	NETWORK ATTACHED STORAGE (NAS)	
	ReadyNAS NV+ 3 TB	
	ReadyNAS NV+ 1 TB	

**EXHIBIT E**  
**ELECTRONIC DELIVERY CERTIFICATION**

## ELECTRONIC DELIVERY CERTIFICATION

This Electronic Delivery Certification ("Certification") is made as of March 3, 2011, by each of the undersigned parties. All capitalized terms not defined herein shall have the meaning set forth in that certain Asset Purchase Agreement ("Purchase Agreement") dated as of March   , 2011, by and between SUPERSECRET, Inc., a Delaware corporation ("Seller"), and Knowledge Adventure, Inc., a Delaware corporation ("Purchaser").

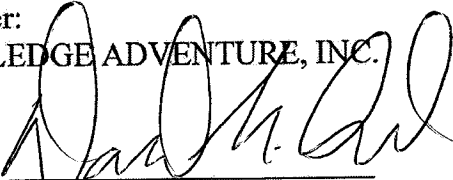
Each of Purchaser and Seller hereby certify that on March 3, 2011, Purchaser purchased (the "Purchase") the Seller Technology from Seller.


Each of the undersigned hereby further certify that in connection with the Purchase, (i) Seller transferred the Seller Technology, as well as any user and technical documentation relating to the use or manipulation of such assets) (such assets and any such documentation, the "Subject Assets") to Purchaser, and Purchaser received the Subject Assets from Seller, solely by electronic means (the "Electronic Transfer") and (ii) Seller did not deliver to Purchaser, and Purchaser did not receive from Seller, any tangible manifestations of the Subject Assets.

This Certification may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same Certification.

Purchaser:  
KNOWLEDGE ADVENTURE, INC.

Seller:  
SUPERSECRET, Inc.

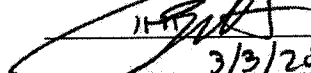
By:   
Name: David N. Lord  
Title: Chief Executive Officer  
Date:

By:   
Name: Ted Barnett  
Title: Chief Executive Officer  
Date:

I, \_\_\_\_\_, hereby certify that I supervised the transfer of the Subject Assets on behalf of Purchaser and that such transfer took place in full accordance with the procedures set forth above.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

I, Theodore H. Barnett, hereby certify that I supervised the transfer of the Subject Assets on behalf of Seller and that such transfer took place in full accordance with the procedures set forth above.

Signature:   
Date: 3/3/2011



**EXHIBIT F**  
**PRIVACY POLICY AND TERMS OF USE**

# Privacy Policy

Empowering parents with control over their child's online experience.

Effective: January 2009

Last Updated: November 2009

Welcome to SuperSecret.com and thanks for visiting our Privacy Policy page. SuperSecret (which we might also call "the SuperSecret world" or "our Website") is a safe, age-appropriate site where tweens can play and learn basic online social skills. On this page, we'll talk about three things:

1. What types of information we collect from our SuperSecret players (and their parents),
2. How we use that information, and
3. How parents can stay in control over their children's activities.

## Special Message for Parents

At SuperSecret, we believe that children should be able to use the Internet to play, learn, and socialize in a safe, private, and fun environment. To do our part in achieving this goal, we take the following steps:

- **Online Safety.** We have designed our virtual world to allow for a safe interactive environment. This includes (among other things) educating our players about online safety in this Policy, offering important safety tools such as player reporting and blocking, and using filtering technology and moderation to help protect children from inappropriate or unsafe chat with other players.
- **Parental Control.** We give parents control over their children's activities on SuperSecret, including the ability to approve or change their child's chat level and to shut down their child's account ( [See Section 6 below](#) ).
- **Privacy.** We ask children for very little information (but nothing personal about them) in order to allow them to play in the SuperSecret world. This means that it is very difficult for us or other players to have direct personal contact with children on SuperSecret.

The rest of this Policy will give your child (and you) more information about the measures above. If you have any questions or concerns about this Policy, please contact [SuperSecret Customer Support](#).

1. What information do we ask for, and how do we use it?
2. How do we keep your information safe and secure?
3. Do we use cookies or log files on SuperSecret?
4. Who collects your information on SuperSecret?
5. Do we share your information with other companies or people ("third parties")?
6. Can parents review or make changes to their child's account?
7. How do we let you know about changes to this Policy?
8. Privo's Privacy Assurance Program

## 1. What information we ask for, and how do we use it?

It depends on what you're trying to do on our Website. Below are some examples of when we might ask for information, the types of information we ask for, and how we use the information you give us. No matter what you're doing on SuperSecret, we only ask you for the information we need to provide you with the service or feature you're requesting. In other words, we won't make you give us more information about yourself or anyone else if we don't need it to give you that service or feature.

### A. Creating an account

When you first create an account, we ask you to give us the following information:

- **Character name and password.** This information allows you to create your own SuperSecret account and to login to play in the SuperSecret world. We also use your character name to display it in the SuperSecret world, keep track of the Spenders and Age Points you earn and spend while you play, and link any paid memberships to your account (see paragraph B on "Paid Memberships" below). Your character name and password must not be your real name or other personal information, and you should set up a password that only you and your parent will remember but that's hard for others to guess.
- **Birthday.** We collect birthday so we can gather the ages of all our players and then tailor the SuperSecret world to our players' interests. Your age information might also be used to direct you to the server that is best for your age group or to determine whether your parent's permission is needed before you can use certain features on SuperSecret.

- **Email Address.** We only use this email address if you forget your password and need help logging back in to your account. We do not store the email address provided for this purpose in readable or retrievable form. It is immediately converted into something called a hash (which means we can't actually see the email address) and only used later (if needed) to help you reset your password.

Your account information, which may also include information collected from your parent after registration and tied to your account (such as your parent's email address and billing information - see paragraph B below), could also be used for the following **reasons**:

- To block your access to SuperSecret if other players are reporting you for valid reasons or if you violate SuperSecret's Terms of Service;
- To allow parents to review and make changes to your account and membership status; and,
- To communicate with your parent about important safety matters, changes to your account, updates to the SuperSecret world, or other similar matters.

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#### **B. Paid Membership**

To buy a paid membership on SuperSecret (which might be required to age-up and get certain privileges in the world), we ask your parent for billing information, including your parent's name, email address, phone number, and credit card or other payment information. This information is used to process and confirm payments and to communicate with your parent about your paid membership (for example, if we have a problem charging the credit card, to send membership expiration reminders, etc.). We might also use this information for the reasons listed under Section 1A above ("Creating an account").

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#### **C. "Add/Invite Friend" Features**

SuperSecret may offer various "Add Friend" or "Invite Friend" features that allow you to more easily connect or interact with your friends or other players within the SuperSecret world. This could include letting you send emails or in-game messages to others for the purpose of inviting them to join SuperSecret as a first time player, become your friend on SuperSecret, and/or join you for some other specific reason or event (e.g., a dorm party). These features may ask you to enter some information, such as your first name, your friend's email address or SuperSecret character name, and, in some cases, a brief message (using our chat system below) to go along with your request. If you choose to enter your friend's email address for these purposes, we will use it to send them a one-time email invitation or request, but will not keep it for any purpose.

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#### **D. Chatting**

There are two types of chat on SuperSecret: Simple Chat and Super Chat (explained below). Please note that both kinds of chat are designed not to allow you to post or share personal information, like your home address or phone number. We do this to help protect your safety, and we hope you never share this type of information with strangers on the Internet.

- **Menu Chat or "Simple Chat"** which is available to all registered players, allows you to chat with other SuperSecret players by choosing from a menu of words, short sentences, and emotions that we at SuperSecret created ahead of time. These may also be called "phrases," "emoticons," or other similar names. If you only have access to Simple Chat, you can only post messages using the Simple Chat menu, and you can only get messages from other players using the Simple Chat menu. You cannot create your own chat messages or get the chat messages created by other players.
- **Text Chat or "Super Chat"** which is available to players who've reached a certain age in the world and only with parental permission, allows you to chat with other players by writing your own chat messages. In other words, you don't have to choose from the Simple Chat menu (you can if you still want to). If you have access to Super Chat, you can only send your Super Chat messages to other players who also have access to Super Chat. To make Super Chat safer, we use something called "real-time filtering technology." This is software that helps us stop players from posting chat messages that might contain bad words, personal information like your phone number or home address, or other information we think could be harmful or offensive to our players. We also have real people (not just computers) who review what is happening in the SuperSecret world for safety purposes.

You can use Simple Chat or Super Chat either in a "scene" where the messages are displayed in bubbles above each character's head, or on your SuperSecret "phone," where messages are sent only between you and a friend. Chat that is sent through your SuperSecret phone cannot be seen by other players in the SuperSecret world.

No matter what form of chat you use, we keep a log of your chat messages for at least 90 days. We do this mostly for safety reasons. We also do this so you can see a history of all the chat messages posted in a scene during your play session (including your own messages). This is available by clicking on the "Chat Log" arrow that appears right above the chat box. Please remember that the Chat Log history can be viewed by all of the players in a scene at the time of your play session. If you don't want everyone else to see what you post, don't use chat or chat only with a friend using your SuperSecret phone.

We've designed our chat features so that the Chat Log history should not contain any personal information about you or others. Also, in the Chat Log history, each player can see only the chat messages he/she has access to. For example, if you only have access to Simple Chat, your Chat Log history will show only the messages posted by other players using Simple Chat. You will not see messages posted by other players using Super Chat.

Please note that unless you only use Simple Chat, we can't guarantee that personal information will never get through our filters. So please be smart when chatting and follow the tips we give you on our Safety page under the section ("Keeping it Safe: Your Part").

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#### **E. Blocking or reporting players**

When you block or report another player, we do not ask for any personal information about you or the player you're reporting. You simply click on the player you want to block or report and then click on "block" or "report". Blocking a player makes that other player invisible to you and makes you invisible to that other player. To unblock a player, you have to contact

**Customer Support.** If you report another player, we might ask you to tell us why you're reporting the other player so we will know what type of action to take.

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## **F. Other Website forms**

Once in a while, we might have forms on our Website that you (or your parent or other adult) could fill out and, in some cases, send back to SuperSecret. These forms will probably ask for very little information, and will have a specific purpose that is made clear on the form itself. Examples might include forms that are used to contact SuperSecret (e.g., for customer support or to send in a suggestion), enter an online contest, sign-up for a one-time email announcement, apply to be a one-day game designer, or forward a special greeting card, wish list, or other message to a friend or family member. If any of these activities require that we get your parent's permission, we will be sure to do that first.

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## **2. How do we keep your information safe and secure?**

SuperSecret does many things to help keep your account information safe and out of the hands of the wrong people. We've listed some of them below.

- We store your account information on secure servers behind firewalls. This is just a fancy way of saying that we put up very strong walls between the outside world and your account. These walls are very hard to break down.
- We process and store credit card information through a vendor who uses standard security techniques, like encryption, to keep such information secure. We, at SuperSecret, do not even have access to full credit card numbers and we do not display any portion of your parent's credit card number on your parent's billing information page.
- We make you create an account with a password so that hopefully only you and your parents know how to get into your account. Your password is the key to your account, so please make sure to keep your password a secret and never share it with anyone except your parents.
- We only allow some people at SuperSecret and at our vendors (but nobody else) to see your account or any other personal information, like your parent's billing information, tied to your account. These are people who need to be able to see this information to do their job and to make SuperSecret work for you. Please read [Section 4 below](#) for more information.
- We have designed our chat features with your safety in mind. To find out more, please read [Section 1D above](#).
- We expect you (with your parents' help) to be smart about what you do on SuperSecret. Please read "Keeping it Safe: Your Part" on our Safety page for some tips on how to stay safer on SuperSecret and other Internet sites.

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## **3. Do we use cookies or log files on SuperSecret?**

Like many other websites on the Internet today, we use cookies to help make our Website work properly and to save you time. Cookies are basically text files (which look like a long string of numbers, letters, or other characters) that we place on your computer. For example, cookies might remember certain things about your SuperSecret account, like your character name for faster login and your paid membership status or level.

We might also use something called "log files" to gather important information about your computer, like your computer's IP address, the type of Internet browser you use (Internet Explorer, Mozilla, etc.), and the type of software your computer runs on (Windows, Mac OS, etc.). Log files might also tell us things about your visit to our Website, like which website you came from to get to ours ("referring URL"), the date and time of your visit ("timestamp"), and more information about where and what you clicked on in the SuperSecret world. We use log file information to improve the way our Website works, fix technical problems, do research and Website analysis, and make SuperSecret safer.

We do not use cookies or log files to collect any personal information about you or others. We might combine information in a cookie or log file together with personal information we might have gotten from you or your parent somewhere else on our Website (like when you created an account or when your parent bought a paid membership).

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## **4. Who collects your information on SuperSecret?**

Our company, called SuperSecret, Inc. and located in the United States, collects your information. This is true no matter where you live or from where you access our Website. By using SuperSecret, you agree that it's okay for us to collect or transfer your information outside of your home country.

In some cases, your information is collected and stored by other companies that we hire to help us run the Website, like the companies who help us filter text chat and process membership payments. These companies may be located inside or outside of the United States. We call these other companies "vendors" because they are only allowed to collect and use your information the ways we tell them to, and no other way. If any vendor is allowed to see or access your personal information, we make sure they agree in a written contract to protect your personal information the same way we do or as the law requires. If you have any questions or concerns about our Website, please contact SuperSecret [Customer Support](#) at:

SuperSecret, Inc.

**Attention: Customer Support**  
660 4th Street #483, San Francisco, CA 94107

(415) 329-5438

[privacy@supersecret.com](mailto:privacy@supersecret.com)

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## **5. Do we share your information with other companies or people ("third parties")?**

No, unless we have to for safety or legal reasons or because another company buys or takes over our company. These types of events don't happen very often. If we had to share any of your personal information because we were bought or taken over, we would make sure that the new company agrees to treat your personal information the same way we did, unless they get your parent's permission to use it differently.

Once in a while, we might put together a lot of information about SuperSecret players and the different ways our players use SuperSecret (but nothing "personal" like names or email addresses) and then share this information with third parties. This is what we call "aggregate data sharing." We might

do this so that third parties can help us figure out what parts of our Website are most popular, what types of individuals are playing on our Website (demographic analysis), and ways we can continue to improve our service.

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## 6. Can parents review or make changes to their child's account?

As a parent, you have the ability to do the following:

- [Identify your child's character name in the SuperSecret world.](#) You can find your child's character name either in the parental consent email we send you when your child requests to use Super Chat or by contacting [Customer Support](#).
- [Change your child's account password.](#) To do this, go to the SuperSecret login screen, click on "Forgot your password," fill out the short form, and then click the Reset button. You will need to know your child's character name and have access to the email address your child gave us during registration.
- [Change your child's membership status or update your billing information.](#) To do this, you will need to login to your child's account and go to the account information page under "Membership."
- [Change your child's permitted chat level.](#) To do this, please contact [Customer Support](#).
- [Shut down your child's account or delete your child's account information.](#) To do this, please contact [Customer Support](#).
- [If relevant, request that SuperSecret stop any further collection or use of the child's personal information.](#) To do this, please contact [Customer Support](#).

If you email or call us for any of the requests above, please be prepared to give us (for verification purposes) your email address and a telephone number where we can reach you. For some requests, you may also need to know your child's account password or (if your child has a paid membership) the last 4 digits of any credit card number that was used to pay for membership.

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## 7. How do we let you know about changes to this Policy?

For changes that aren't very important (what we call "non-material changes"), we'll post them on this page and list the date the updates were made at the top of this page. For changes that are more important (what we call "material changes"), we'll do the same thing, plus get your parent's permission before making the changes. An example of a material change would be if we wanted to take personal information you might have given us in the past (like your name, address, or email address) and use it or share it in a way you wouldn't expect us to or that we didn't already tell you about in this Policy.

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## 8. Privo's Privacy Assurance Program

SuperSecret.com is a participant in Privo's Privacy Assurance Program. As part of participating in the Privacy Assurance Program, SuperSecret.com adheres to the strict information collection, use and disclosure requirements. Privo is an independent, third party organization committed to safeguarding children's personal information collected online, and to helping parents and their children exercise control over personal information while exploring the Internet. The seal posted on this page indicates that SuperSecret.com has established privacy practices and has agreed to submit to Privo's oversight and consumer dispute resolution process. If you have questions or concerns about our privacy practices, please contact us at (415) 329-5438 or [privacy@supersecret.com](mailto:privacy@supersecret.com). If you have further concerns after you have contacted SuperSecret.com, you can contact Privo directly at [privacy@privo.com](mailto:privacy@privo.com).



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# Terms of Use

Empowering parents with control over their child's online experience.

## Terms of Use

### 1. ACCEPTANCE OF TERMS OF USE, CHANGES

Welcome to SuperSecret.com (the "Site"). This Site is owned and operated by SuperSecret, Inc. (referred to as "SuperSecret," "us" or "we"). This Site is offered to you on the condition that you accept all of these Terms of Use (the "Terms of Use").

There are two ways that you agree to be bound by these Terms of Use:

(1) By using the Site in any way; and

(2) By creating an account on the Site.

If you are under eighteen, you represent that your parent or legal guardian has read and agreed to these Terms of Use. If you are a parent or legal guardian creating an account on behalf of a minor for whom you have legal responsibility, you agree to these Terms of Use on behalf of that minor and acknowledge that you are responsible for that minor's compliance with the Terms of Use.

IF YOU DO NOT AGREE TO ALL OF THE CONDITIONS IN THESE TERMS OF USE, DO NOT USE THE WEBSITE IN ANY MANNER. We reserve the right to limit or terminate your access to the Site if you do not comply with these Terms of Use.

We may change these Terms of Use at any time. If we make a change, we will post them under the link "Terms of Use" on the front door of the site and/or, at our option, send you an email notification in accordance with Section 15. Please check the Terms of Use by following the link on the front door periodically for changes.

### 2. INFORMATION YOU PROVIDE US AND YOUR PRIVACY

Your use of the Site is subject to the SuperSecret [Privacy Policy](#).

You agree that all information that you provide us when you create an account will be true and accurate and that you will not impersonate any person when you create an account. If we have reason to believe that the account information that you have provided to us is not accurate, we may terminate your account and your access to the Site.

Your account is password-protected. You are responsible for all activity in your account or under your character name. Do not share your user name or password with any person, unless you are under 18, in which case you can share them with your parent or legal guardian. If you share your password with any person, we are not responsible for actions of that person, including actions they take through your character, charges on your account or access to your personal information.

If you believe that someone has accessed your account or is using your character without your permission or if you become aware of any other security breach, contact us at Customer Support.

SuperSecret is located in the United States. You consent to the collection and processing of information you provide us in the United States, regardless of where you are located. Our collection of any information about you is governed by United States laws.

### 3. PAID MEMBERSHIP

#### **Membership Payments**

Some areas or features of the Site are only available to paying members. To become a member you must agree to be bound by these Terms of Use and the Privacy Policy and pay the membership fee, plus any applicable fees and taxes.

You authorize us to automatically charge your credit card or debit card for the amount of the membership fees for the membership period you select, plus any applicable fees and taxes.

**No fees that have been paid will be refunded.**

Fees for one month memberships will be charged at the beginning of the monthly period. Monthly membership will automatically renew each month unless you cancel the renewal. See below under "Renewal of Membership" for information on how to cancel the renewal of your membership.

Longer memberships will be charged in a one-time payment at the beginning of the membership period. They are non-cancelable and non-refundable, even if you close your account or delete your character.

#### **Renewal of Membership**

If you have selected month-by-month membership, **your membership will automatically renew at the end of each month.** To cancel your membership renewal, go to "Manage Your Account" and select "cancel membership." Your membership will expire 30 days after the last time your card was charged. If you have selected a membership term other than monthly, SuperSecret will send you email reminders when your membership

is about to expire. You may choose to renew your membership by following the procedure outlined in that email.

If you choose not to renew your membership, your character will revert to a 12 year old character and lose the privileges, access and items available only to characters age 13 or beyond.

#### **Change of Fees**

All membership fees are subject to change at the discretion of SuperSecret. Your fees will not change in the middle of any membership term, and any changes will be effective upon the next renewal of your membership. If you have selected monthly membership, SuperSecret will notify you of a fee change by sending you an email in accordance with Section 15. If you do not cancel the renewal of your membership, then the new fees will take effect on the next monthly payment date.

#### **Billing Support**

If you have any billing problem or question, please email [support@supersecret.com](mailto:support@supersecret.com).

### **4. SITE RULES**

#### **One User per Account**

Each user must have his or her own account. Do not share your account log-in information, including your password, with any other person, unless you are under 18, in which case you may share them with your parent or legal guardian. You may log into your account from one computer only at a time.

#### **Participating in Super Chat**

If you have access to "Super Chat," you can compose your own chat messages and send them to other users. Messages sent through Super Chat are public messages. You are responsible for all messages that you send through Super Chat and for making sure that they comply with the Terms of Use.

Do not disclose any personal information about yourself or others when you are using Super Chat. This includes real names, address, email address, or IM name. While we use software and humans to monitor Super Chat, it is not possible for us to catch every instance of inappropriate language, harassment or giving of personal information. As a result, it is important that you remain cautious. If you see any inappropriate behavior or violations of the Terms of Use, let us know at [support@supersecret.com](mailto:support@supersecret.com).

#### **Inappropriate Communications**

You are solely responsible for any messages, information, ideas, opinions, avatar data and actions that you submit to the Site ("Your Submissions").

You agree that Your Submissions will not:

- be harmful, threatening, abusive, harassing, tortious, vulgar, hateful, or racially, ethnically or otherwise offensive or discriminatory;
- seek to harm children or expose them to any inappropriate content;
- be obscene, pornographic, excessively violent or sexual;
- be illegal, encourage any illegal activity or discuss illegal activities in a manner that indicates intent to commit them (illegal activities include child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity);
- be defamatory, libelous or invasive of another's privacy or publicity rights, or disclose any personally identifiable information about any person;
- infringe any patent, trademark, trade secret, copyright or other proprietary or intellectual property rights of any party; pretend to be from someone other than you; be antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," or "griefing," or
- contain software viruses or any other computer code, files or programs designed to destroy, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment.

#### **License to Your Submissions**

You retain ownership of Your Submissions, but you grant, and you represent and warrant that you have the right to grant, to SuperSecret an irrevocable, perpetual, non-exclusive, fully-paid, transferrable, worldwide license to use, copy, publicly perform, display, distribute, modify, adapt or reformat Your Submissions, to create derivative works of Your Submissions and to incorporate Your Submissions into other works.

You agree that none of Your Submissions shall be deemed confidential or secret information and that Your Submissions will be publicly available through the Site.

#### **Right to Refuse to Post Content**

We reserve the right to refuse to post or to remove Your Submissions at any time in our absolute and sole discretion without prior notice. We have no duty to monitor or pre-screen Your Submissions or other peoples' content or communications, but we may do so if we elect. If we elect to screen content, there may be a delay in making the content available on the Site.

#### **No Commercial Use**

You understand that the Site is offered to users/players for their personal use only. You may not use the Site as part of your business or for any commercial purpose, including copying any portion of the Site for public display. You may not use the Site to advertise products or services in any way.

### **5. USER SAFETY**

Please take a look at our Safety section for tips on having a safe experience on the Site.

### **6. NO RESPONSIBILITY FOR OTHER USERS' ACTIONS**

You understand that the Site allows users to interact with each other in a virtual environment. We do not verify users or conduct any research or background check. We do not evaluate or control exchanges between users. Any opinions or statements, content or actions of a user are the responsibility of the user alone, and not of SuperSecret.

## **7. INTELLECTUAL PROPERTY RIGHTS**

"SuperSecret" is the registered trademark of SuperSecret. All third party trademarks, trade names, service marks and service names displayed on the Site are the property of their respective holders.

You agree that the Site contains proprietary information and materials that are owned by SuperSecret or its licensors and are protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for your personal, non-commercial use of the Site in compliance with the terms of these Terms of Use. No portion of the Site or the Site may be reproduced in any form or by any means.

## **8. SUBMITTED IDEAS**

We love to get ideas from our users about the Site. While we try to give users credit for ideas that we incorporate into the Site when we can, it is not possible in every case. Please be aware that we are free to use any ideas, suggestions or content that you submit to us without any compensation or credit. Any ideas or opinions that you send to us will be considered "Your Submissions" under these Terms of Use.

## **9. SERVICE INTERRUPTION**

On occasion, technical problems may delay or prevent your access to the Site. SuperSecret will have no responsibility for your inability to access the Site due to any reason. In the event of a Site failure or interruption that is due to fault of SuperSecret that is of such a duration so as to significantly and materially diminish the benefits of the Site, your sole remedy will be a pro rata refund of your membership payment for the period of the disruption.

Whether a Site interruption is the responsibility of SuperSecret or not, if you were in the middle of an activity, transaction or purchase, or in the process of earning spenders or age points, and you are not able to complete your activity or collect the spenders or age points, we will not be able to replenish your account.

## **10. CHANGES TO OR TERMINATION OF THE SERVICE**

SuperSecret may make changes to the Site from time to time, including by adding or removing features, content and tools and by changing the membership conditions.

SuperSecret may terminate the Site at any time. Your sole and exclusive remedy for any termination of the Site will be a pro rata refund of your membership fees.

## **11. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP**

SuperSecret reserves the right to terminate your membership or permanently or temporarily restrict your access to the Site, without any liability or refund to you, under the following circumstances: (a) your credit card is invalid or you fail to make any payment when due; (b) you have violated the terms of these Terms of Use or otherwise acted inconsistently with its spirit or letter; (c) SuperSecret determines that you have provided inaccurate information in connection with your registration; (d) requests by law enforcement or other government agencies; and (e) engagement by you in fraudulent or illegal activities.

SuperSecret reserves the right to inform law enforcement of any illegal activity or material that it suspects or discovers on, through, or otherwise relating to the Sites and provide law enforcement officials with all requested information about the user account from which the illegal activity or material originated. See our Privacy Policy for further information.

## **12. NOTICES**

We may be required by state or federal law to notify you of certain events. In addition, we may need to notify you from time to time regarding changes to these Terms of Use, to membership fees or to the Site. You agree that such notices will be effective upon our posting them on the Site, sending them to you through email or postal mail, or notifying you via other means required by law. If you do not provide us with accurate information to contact you, we will not be held liable if we fail to notify you.

You consent to receiving any notices regarding the Terms of Use or the Privacy Policy or any breach of security involving your personally identifiable information through email.

Any notices that we send to you by email will be sent to the email address you provided when you registered for an account or to the current email address in your profile.

## **13. COPYRIGHT POLICY**

SuperSecret does not encourage or tolerate copyright infringement. Do not post any materials to the Site or provide any materials to us unless you have all necessary rights to do so. It is your responsibility to ensure that you have all necessary rights to Your Submissions.

SuperSecret reserves the right to remove any content from the Site at any time without notice or liability.

It is the policy of SuperSecret to terminate all privileges of any user who repeatedly infringes the copyright rights of others.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please follow the procedures outlined here.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, provide our Copyright Agent with a written notification that contains the following information:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notice may be sent to our Copyright Agent as follows:



By mail to:

SuperSecret, Inc.

Attention: Copyright Agent

660 4th Street #483

San Francisco, CA 94107

1 (415) 329-5439

Or by email to:

[copyright@supersecret.com](mailto:copyright@supersecret.com)

#### **14. GENERAL INFORMATION**

##### **a. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

SuperSecret does not represent or guarantee that the Site will be error-free or that your usage will not be interrupted.

ALL INFORMATION AND SERVICES OFFERED THROUGH THE SITE ARE PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND SUPERSECRET DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, SUPERSECRET DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. Because some jurisdictions do not allow the exclusion of implied warranties, some of these exclusions may not apply to you. If any state or other jurisdiction does not allow the exclusion or warranties, then SuperSecret's warranties shall be limited in those jurisdictions to the extent permitted by law.

SUPERSECRET AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS TO THE SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR ANY CONTENT OR MATERIALS PROVIDED THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO:

- ERRORS OR OMISSIONS IN THE CONTENT ON THE SITE;
- ACTIONS TAKEN OR CONTENT POSTED BY THIRD PARTIES OR OTHER USERS;
- OUR FAILURE TO STORE, OR OUR LOSS OF, YOUR SUBMISSIONS;
- ANY THIRD PARTY SERVICES ORDERED THROUGH THE SITE;
- YOUR LOSS OF USE OF THE SITE.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED THE AMOUNTS THAT YOU HAVE PAID TO ACCESS THE SITE.

If any state or other jurisdiction does not allow the exclusion or limitation of liability for damages described above, then SuperSecret's liability shall be limited in those jurisdictions to the extent permitted by law.

##### **b. INDEMNITY AND WAIVER**

You agree to indemnify, defend, and hold SuperSecret and its affiliates, officers, directors, employee, agents, licensors, representatives and third-party providers harmless from any damages, liability, claim or demand due to or arising out of:

- your use of the Site,
- your violation of these Terms of Use or the Privacy Policy,
- your violation of any rights of any user or other person,
- your Posted Content, and
- any action taken by SuperSecret or its partners in investigating any suspected violation or in taking action to address any violation.

Indemnification shall include the payment of reasonable attorneys fees incurred in the defending the claim.

SuperSecret reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with SuperSecret in asserting any available defenses.

In addition, you agree to waive any right to sue or recover any damages from SuperSecret and its affiliates, officers, directors, employee, agents, licensors, representatives and third-party providers as a result of any decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Site, or to take any other action during the investigation of a suspected violation or as a result of SuperSecret's conclusion that a violation of these Terms of Use may have occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these Terms of Use.

##### **c. DISPUTES**

By accessing the Site, you agree that the statutes and laws of the United States and the State of Delaware, without regard to any principles of conflicts of law, will apply to all matters relating to the Site, and you further agree that any litigation shall be subject to the exclusive jurisdiction of the state and federal courts in the State of Delaware.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, the Terms of Use or the Privacy Policy must be filed within one (1) year after the event giving rise to such claim or cause of action or be forever barred.

**d. OTHER INFORMATION**

These Terms of Use, the Privacy Policy and any applicable guidelines posted on the Site govern your use of the Site and constitute the entire Terms of Use between you and SuperSecret regarding your use of the service. These Terms of Use supersedes any prior Terms of Uses between you and SuperSecret relating to your use of the Site (including, but not limited to, any prior versions of these Terms of Use or the Privacy Policy).

These Terms of Use are not assignable, transferable or sub licensable by you except with SuperSecret's prior written consent.

The failure of SuperSecret to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of that right or provision. If a court of competent jurisdiction finds any provision of these Terms of Use to be invalid, the provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intentions as reflected in the provision, and that the other provisions of the Terms of Use remain in full force and effect. All headings in the Terms of Use are for convenience only and have no legal or contractual effect.

**15. CONTACTING SUPERSECRET**

Please contact us at the following address with any questions concerning these Terms of Use or to report any violations of these Terms of Use.

SuperSecret, Inc.

Attention: Terms of Use

660 4th Street #483

San Francisco, CA 94107

support@supersecret.com

**Membership | Parents | Help**



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