

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Points of Light Foundation		04/30/2011	Non-profit corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	eBay Inc.		
Street Address:	2145 Hamilton Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95125		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2709820	MISSIONFISH	
Registration Number:	2737596	MISSIONFISH	
Registration Number:	2762240	MISSIONFISH	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Frank S. Benjamin		
Address Line 1:	303 Peachtree St. NE, Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	99996.0542		
NAME OF SUBMITTER:	Frank S. Benjamin		
Signature:	/Frank S. Benjamin/		

CH \$90.00 2709820

900192228

TRADEMARK
 REEL: 004544 FRAME: 0252

Date:

05/18/2011

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

between

EBAY INC.,
a Delaware Corporation

and

POINTS OF LIGHT FOUNDATION,
a Delaware non-profit corporation

Dated as of April 30, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of April 30, 2011, between EBAY INC., a Delaware corporation ("Purchaser"), and POINTS OF LIGHT FOUNDATION, a Delaware non-profit corporation (together with each of its Subsidiaries, "Seller"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

WHEREAS, Seller and Purchaser wish to provide for the sale of the Transferred Assets (as defined in Section 1.1) to Purchaser on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

1.1 Sale of Transferred Assets. At the Closing (as defined in Section 1.9), Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser all of the Transferred Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Transferred Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller that are or were used primarily in or necessary for the conduct of the Business. Without limiting the generality of the foregoing, the Transferred Assets shall include:

(a) Source Code: All Source Code for the Transferred Software (as defined in Section 2.4(l)) (the Source Code referred to in this Section 1.1(a) being referred to as the "Transferred Source Code");

(b) Intellectual Property and Intellectual Property Rights: All of the Intellectual Property and Intellectual Property Rights (i) that are owned or controlled by Seller and (ii) that are or were used primarily in or necessary for the conduct of the Business, including the Intellectual Property and Intellectual Property Rights identified on Schedule 1.1(b), together with the goodwill associated with the Transferred Assets (the Intellectual Property, Intellectual Property Rights and goodwill referred to in this Section 1.1(b) and the Transferred Source Code collectively being referred to as the "Transferred IP");


(c) Tangible Assets: All computer equipment, servers and other tangible assets that are owned or controlled by Seller and used primarily in the Business, including the computer equipment and other tangible assets identified on Schedule 1.1(c);

(d) Contracts: All rights of Seller under Seller Contracts primarily relating to or necessarily used in the Business, including Seller Contracts identified on Schedule 1.1(d) (Seller Contracts referred to in this Section 1.1(d) being referred to as the "Transferred Contracts");

(e) Claims: All Claims (including Claims for past infringement of Transferred Assets and Claims for insurance benefits, rights and proceeds) of Seller against other Persons primarily relating to the Transferred Assets (regardless of whether or not such Claims have been asserted by Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

EBAY INC.
a Delaware corporation

By: 
Name: Michelle Fivans
Title: CEO

POINTS OF LIGHT FOUNDATION
a Delaware non-profit corporation

By: _____
Name:
Title:

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

EBAY INC.
a Delaware corporation

By: _____
Name:
Title:

POINTS OF LIGHT FOUNDATION
a Delaware non-profit corporation


By: Meridith Pemb
Name: Meridith Pemb
Title: Chief Operating Officer

Schedule 1.1(b)

Intellectual Property and Intellectual Property Rights

Transferred IP includes the below Trademarks, Copyrighted Material, and Domain names which will be transferred from Seller to Purchaser:

Trademarks

U.S. Trademark	Registration No.	Registration Date	Status	Identification of Goods or Services
MISSIONFISH	2709820	April 22, 2003	Live	<u>Class 036</u> . Charitable fundraising; providing information and news in the field of charitable fundraising and allocation of charitable funds via a global communications network.
MISSIONFISH	2737596	July 15, 2003	Live	<u>Class 035</u> . Organizing Internet auctions for the benefit of non-profit organizations. <u>Class 042</u> . Providing information and news about non-profit organizations via a global communications network.
	2762240	September 9, 2003	Live	<u>Class 025</u> . Clothing, namely t-shirts.

Copyrighted materials

All content produced and displayed under the www.missionfish.org domain has been created by employees of the company and marked on the MissionFish site as protected copyrighted material. Formal registrations with the US copyright office have not been submitted.

Domain names

Domains to be transferred from Seller to Purchaser include:

ATLANTA:5299185.8