

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
Spire Company Associates, Inc.		01/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Intagio Group, Inc.		
Street Address:	100 Spear Street, Ste 420		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3376636	SPIRE	
Registration Number:	3354081	SPIRE	
Registration Number:	3354082	SPIRE	
Registration Number:	3350095	SPIRE	
Registration Number:	3354083	SPIRE	
CORRESPONDENCE DATA			
Fax Number:	(415)541-9366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-995-5037		
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Susan G. O'Neill, Hanson Bridgett LLP		
Address Line 1:	425 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Mary Dougherty		

CH \$140.00 3376636

Signature:	/Mary Dougherty/
Date:	06/10/2011
Total Attachments: 5 source=TM Assignment - SPIRE#page1.tif source=TM Assignment - SPIRE#page2.tif source=TM Assignment - SPIRE#page3.tif source=TM Assignment - SPIRE#page4.tif source=TM Assignment - SPIRE#page5.tif	

ASSIGNMENT OF RIGHTS TO DOMAIN NAMES AND MARKS

THIS ASSIGNMENT OF RIGHTS TO DOMAIN NAMES AND MARKS made, executed and delivered as of January 21, 2010, by Spire Company Associates, Inc., a Delaware corporation, and Suzanne's Files, Inc., a Delaware corporation (collectively, "Assignor") to The Intagio Group, Inc., a Delaware corporation ("Assignee"):

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), providing for, among other things, the transfer and sale to Assignee of all of the assets of Assignor (subject to certain exceptions) relating to Assignor's business, all as more fully described in the Asset Purchase Agreement, for consideration in the amount and on the terms and conditions provided in the Asset Purchase Agreement; and

WHEREAS, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and the parties hereto now desire to carry out, in part, the intent and purpose of the Asset Purchase Agreement by the Assignor's execution and delivery to Assignee of this instrument evidencing the vesting in Assignee of the domain names and trademarks and associated rights hereinafter described;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration paid to Assignor at or before the execution and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of its right, title, and interest in and to the Domain Names (as defined below), and the Marks (as defined below), and all associated goodwill to the fullest extent possible, and Assignor agrees that all of its right, title, and interest in and to the Domain Names and the Marks shall be the sole and exclusive property of Assignee to be used in any manner at Assignee's sole and absolute discretion. Assignor shall concurrently herewith complete, execute and deliver the applicable Registrant Name Change Agreements (online or paper version, at Assignee's sole discretion). Assignor will cease to maintain any Internet sites under the Domain Names effective immediately and will not register or attempt to register the Domain Names, Marks or any variant thereof as domain names or as trademarks or service marks. Additionally, Assignor confirms that all accounts and credentials referred to on the attached Schedule A have been transferred to Assignee (other than those associated with any Assumed Contract (as such term is defined in the Asset Purchase Agreement) that cannot be transferred to a third party without the consent of the other party to such Assumed Contract, to the extent that such consent has not been obtained as of the date hereof).

"Domain Names" refers to the Internet domain names set forth on Schedule 1.1(a)(iv) to the Asset Purchase Agreement (including all those registered in individual country domains, and all subdomains of the foregoing).

"Marks" refers to all trademark rights (including common law trademark rights), if any, in and to the trademarks or service marks set forth on Schedule 1.1(a)(iv) to the Asset Purchase Agreement.

"Marks" refers to all trademark rights (including common law trademark rights), if any, in and to the trademarks or service marks set forth on Schedule 1.1(a)(iv) to the Asset Purchase Agreement.

FURTHERMORE,

(a) In the event that Assignee determines that it will require further documents or instruments to allow Assignee to register the Domain Names, the Marks assignment or to apply for and prosecute a trademark or service mark application with the Patent and Trademark Office of the United States of America, Assignor agrees to execute such other or additional documents as Assignee deems necessary to protect or enforce its full and exclusive rights to the Domain Names and Marks, and all other domain names and trademarks owned or utilized by Assignee, and any and all expanded, alternate, similar, or derivative URLs or trademarks.

(b) This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date first written above.

THE INTAGIO GROUP, INC.

By: 

Name: Eric Jeck

Title: Chief Executive Officer

SPIRE COMPANY ASSOCIATES, INC.

By: 

Name: Janet Kraus

Title: Chief Executive Officer

SUZANNE'S FILES, INC.

By: 

Name:

Title:

[Signature Page to Assignment of Rights to Domain Names and Marks]

Schedule 1.1 (a)(iv)(F)

Active Trademark Status Report for Spire Corporation

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
SPIRE	United States of America	Spire Company Associates, Inc.	ORD	27193-12	Registered	78/979515	4/12/2006	3376636	1/29/2008	1/29/2018

Class 035

Goods Referrals for businesses and individuals in the fields of general convenience services, household services, party and event planning, personal assistant services; providing business information by means of phone, e-mail and a global computer network in the nature of directory information regarding restaurants, bars, hotels, spas, beauty services, travel services; providing an interactive computer database featuring consumer information in the field of home accessories and household equipment

Due Date 1/29/2014 **Action** Aff of Use - 6 Year **Indicator** Due Date
Due Date 1/29/2018 **Action** First Renewal **Indicator** Ren/Due
Due Date 1/29/2018 **Action** Aff of Use - Recurring **Indicator** Due Date

Trademark SPIRE
Country United States of America
Owner Spire Company Associates, Inc.
Case Type ORD
Client Ref. 27193-12
Status Registered
Appl. No. 78/860190
Filing Date 4/12/2006
Reg. No. 3354081
Reg. Date 12/11/2007
Next Renewal 12/11/2017

Class 038

Goods On-line community services, namely providing on-line forums for transmission of messages among computer users concerning travel, vacation and leisure activities; providing on-line forums for transmission of messages among computer users to facilitate interaction among individuals, arranging dates and finding people of similar interests, hobbies, backgrounds and activities.

Due Date 12/11/2013 **Action** Aff of Use - 6 Year **Indicator** Due Date
Due Date 12/11/2017 **Action** First Renewal **Indicator** Ren/Due
Due Date 12/11/2017 **Action** Aff of Use - Recurring **Indicator** Due Date

Trademark SPIRE
Country United States of America
Owner Spire Company Associates, Inc.
Case Type ORD
Client Ref. 27193-12
Status Registered
Appl. No. 78/860194
Filing Date 4/12/2006
Reg. No. 3354082
Reg. Date 12/11/2007
Next Renewal 12/11/2017

Class 039

Goods Providing an on-line computer database in the field of travel information services; providing an interactive computer database featuring information about travel.

Due Date 12/11/2013 **Action** Aff of Use - 6 Year **Indicator** Due Date
Due Date 12/11/2017 **Action** First Renewal **Indicator** Ren/Due
Due Date 12/11/2017 **Action** Aff of Use - Recurring **Indicator** Due Date

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
SPIRE	United States of America	Spire Company Associates, Inc.	ORD	27193-12	Registered	78/860200	4/12/2006	3350095	12/4/2007	12/4/2017

Class 042

Goods Providing research services by means of which users of a global computer network can request information on a wide variety of topics and receive results on-line by phone or by e-mail; computer services, namely providing search engines for obtaining data on a global computer network featuring information about food, wine, recipes, dining and restaurants, entertaining, home decorating, kitchen design, home accessories, household equipment, etiquette and travel; providing an interactive computer database featuring information about decorating and kitchen design.

Due Date 12/4/2013 **Action** Aff of Use - 6 Year **Indicator** Due Date
Due Date 12/4/2017 **Action** First Renewal **Indicator** Ren/Due
Due Date 12/4/2017 **Action** Aff of Use - Recurring **Indicator** Due Date

SPIRE	United States of America	Spire Company Associates, Inc.	ORD	27193-12	Registered	78/860201	4/12/2006	3354083	12/11/2007	12/11/2017
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Class 043

Goods Providing an interactive computer database featuring information about food, wine characteristics, food recipes, dining and restaurants.

Due Date 12/11/2013 **Action** Aff of Use - 6 Year **Indicator** Due Date
Due Date 12/11/2017 **Action** First Renewal **Indicator** Ren/Due
Due Date 12/11/2017 **Action** Aff of Use - Recurring **Indicator** Due Date