

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
Knowledge Adventure, Inc.		05/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Impulse Communications, Inc.		
Street Address:	14525 SW Millikan #56742		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005-2343		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77952195	ADVENTURE.COM	
CORRESPONDENCE DATA			
Fax Number:	(831)706-3970		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ttersol@adventure.com		
Correspondent Name:	Knowledge Adventure, Inc.		
Address Line 1:	2377 Crenshaw Blvd., Ste. 302		
Address Line 4:	Torrance, CALIFORNIA 90501		
NAME OF SUBMITTER:		Teresa A. Tersol-Wiseman	
Signature:		/Teresa A. Tersol-Wiseman/	
Date:		06/14/2011	
Total Attachments: 3			
source=2011_05_25_adventure_com domain P&S#page1.tif			
source=2011_05_25_adventure_com domain P&S#page2.tif			
source=2011_05_25_adventure_com domain P&S#page3.tif			

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DOMAIN NAME PURCHASE AGREEMENT - ADVENTURE.COM

This Agreement is made effective as of this date, May 24th, 2011, by and between [Eric Borgos] (the "Purchaser") and [Knowledge Adventure Corporation] (the "Vendor"). Vendor owns the registration rights to the Internet domain name Adventure.com (the "Domain Name"), registered with an Internet registrar MarkMonitor.com (the "Registrar"). Purchaser desires to purchase the registration rights to the Domain Name, and Vendor desires to sell such rights to Purchaser, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Purchase of Domain Name:** In consideration of the payment to be made hereunder by Purchaser, Vendor hereby sells, assigns and transfers to Purchase all of Vendor's right, title and interest in and to the Domain Name, including all associated goodwill (the "Rights") and the registered associated Trademark for "Adventure.com". Vendor warrants that the name has been properly registered with the Registrar. Purchaser shall hereafter be responsible for all registration and renewal fees due to the Registrar. Purchaser agrees to pay to Vendor \$200,000.00 [two hundred thousand dollars] (the "Purchase Price"), by no later than [May 30th, 2011] (the "Closing Date"). All payments, including receipt of any check, bank draft or money order from Purchaser, shall not satisfy the payment obligations of Purchaser under this Agreement until escrow agent or vendor is in receipt of the full amount of the Purchase Price.

2. **Payment & Transfer of the Rights:** The transaction of money transfer and transfer of Domain Registration will be handled in escrow by Escrow.com (Internet Escrow Services) who will act as escrow agent (at the discretion of both purchaser & vendor); whereby the Purchaser will initiate an Escrow transaction for this agreement by sending purchase price to Escrow.com. Buyer & Seller shall split the escrow fees charged by Escrow.com. Upon the funds being deposited with escrow agent, and agent approving good funds, Vendor shall transfer the Domain Name to Buyer either at current Registrar or to Registrar of Purchaser's choice, and provide Buyer exclusively with any requisite user name and password to enable it access the Domain Name with the Registrar. After the Domain Name has been transferred to Purchaser, the Escrow Agent shall release the Purchase Price to Seller.

3. **Limited Trade Mark Liability:** Vendor has no prior knowledge of any outstanding trademark violation. Purchaser acknowledges that it has read and agrees to be bound by ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") found on the Internet at <http://www.icann.org/udrp/udrp.htm> ("ICANN") and agrees that it shall defend and hold Vendor and its agents, employees and representatives harmless against all claims, suits or other legal actions, as well as any losses, costs and fees, arising out of or related to the non-conformity of the Domain Name with UDRP governing rules or any other rights in the Domain Name claimed by any third party.

4. **Limited Warranty:** Vendor makes no warranties, either express or implied, regarding the Domain Name, including but not limited to the warranty of merchantability or fitness for any particular purpose. The liability of Vendor under this paragraph shall be limited to the amount paid by Purchaser for the Domain Name. In no event shall Vendor be liable for any damages whatsoever (including, but not limited to, damages for loss of business, loss of profits, business interruption, loss of information, legal claims, actual or consequential damages, or other pecuniary loss) arising out of the use or the inability to use the Domain Name. The exclusion of implied warranties is not permitted by some jurisdictions. The above exclusion may not apply to this transaction. This warranty provides you with special legal rights. There may be other rights that you have which vary from jurisdiction to jurisdiction.

5. **Indemnity:** Commencing on the Effective Date, Purchaser shall defend and hold Vendor harmless against any loss, damage or expense of any kind, including legal fees and costs of litigation, arbitration or other dispute resolution, arising from claims of a third party, which claims arise in whole or in part based upon (a) an alleged infringement of another domain name by the Domain Name; (b) misuse of the Domain Name by Purchaser; or (c) any violations of the UDRP.

6. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, shall be submitted to arbitration before an arbitrator agreed upon by the parties. The arbitrators may award legal fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of The State of Florida.

8. **Miscellaneous:**

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or proposals, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

(b) This Agreement may not be modified except by an instrument in writing signed by both parties hereto.

(c) If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(d) No waiver of any term or provision of this Agreement shall be valid unless in writing and signed by the party agreeing to such waiver. No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement.

(e) All references to currency herein are in American dollars.

(f) Transaction includes the transference and re-assignment of the registered trademark for "Adventure.com" held by seller. Buyer is responsible for the re-assignment cost, approximated to be \$100.

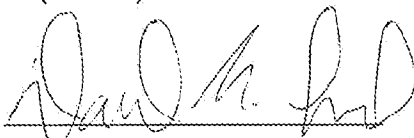
(g) Buyer agrees to maintain existing email addresses and MX record for subdomain at Adventure.com as requested by Seller for a period of not less than six months from time of purchase or up to one year or until sold or mutually agreed upon between Buyer and Seller. In the event Buyer sells domain within the first year, Buyer will ensure Seller's existing email addresses and MX records for subdomain at Adventure.com will be maintained for a minimum of ninety days after the date of subsequent sale. Buyer further agrees to provide Seller at least 90 days written notice prior to any sale of Adventure.com.

(h) Buyer agrees to maintain existing email addresses and MX records as follows:

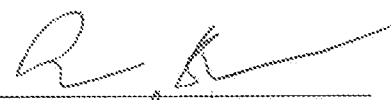
1. Receiving e-mail: all the MX records for the "adventure.com" domain should continue to point to servers of Seller's choice -- currently set to mail.adventure.com and in.mx.trendmicro-fail-over.akadns.net but should be changeable if Seller chooses upon sufficient notice to Buyer
 2. Sending e-mail: Buyer agrees to create/modify SPF TXT records for the adventure.com domain and any subdomains to ensure the accurate delivery of e-mail upon Seller request. Seller's current SPF record for adventure.com is set as follows:
"v=spf1 ip4:38.98.19.146 ip4:38.98.19.150 ip4:38.106.0.43 include:support.zendesk.com include:sendgrid.net ~all"
 3. PTR records to do reverse lookups as necessary for the accurate delivery of e-mail
 4. CNAME records for the aliasing of host names as necessary for the proper delivery of e-mail to adventure.com addresses
 5. Buyer agrees to maintain any other reasonable requests to ensure accurate and timely delivery of e-mail.
- (i) "Written Notice" may be constituted as Email, Post Mail, Facsimile or other form of verifiable electronic communication.

The undersigned agree to all above terms of this agreement:

SELLER (Vendor)

By: 
Title: President & CEO
Date: 5/24/11

BUYER (Purchaser)

By: 
Title: President
Date: 5/25/11