

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Acquisition Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Email Advisor LLC		12/04/2009	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	StrongMail Systems, Inc.		
<b>Street Address:</b>	1300 Island Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94065		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3664777	? THE EMAIL ADVISOR LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
<b>Phone:</b>	(415) 442-1326		
<b>Email:</b>	ralpert@morganlewis.com, patricia.marquez@morganlewis.com, sftrademarks@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Rochelle D. Alpert		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	011653-2120		
<b>NAME OF SUBMITTER:</b>	Rochelle D. Alpert		

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**TRADEMARK**  
**REEL: 004701 FRAME: 0645**

Signature:	/rda/
Date:	01/20/2012
<b>Total Attachments: 5</b> source=Acquisition Agreement - Email Advisor LLC and StrongMail Systems, Inc#page1.tif source=Acquisition Agreement - Email Advisor LLC and StrongMail Systems, Inc#page2.tif source=Acquisition Agreement - Email Advisor LLC and StrongMail Systems, Inc#page3.tif source=Acquisition Agreement - Email Advisor LLC and StrongMail Systems, Inc#page4.tif source=Acquisition Agreement - Email Advisor LLC and StrongMail Systems, Inc#page5.tif	

## EMAIL ADVISOR ACQUISITION AGREEMENT

This Email Advisor Acquisition Agreement (this "*Agreement*"), effective as of December 4, 2009 (the "*Effective Date*"), among StrongMail Systems, Inc., a Delaware corporation ("*StrongMail*"), Kara Trivunovic, an individual residing at 9112 W. 96th Place, Saint John, Indiana 46373 ("*Kara*") and The Email Advisor LLC an Indiana limited liability company, ("*EmailAdvisor*").

### RECITALS

**WHEREAS**, StrongMail provides industry leading email marketing, transactional email and viral marketing technology that help email marketers extend the reach of their existing campaigns using social media ("*StrongMail Services*");

**WHEREAS**, Kara is the owner of EmailAdvisor, registrant of the Kara IP (defined below) and an employee of StrongMail;

**WHEREAS**, EmailAdvisor provides creative, educational, consulting and production services in the email industry; and

**WHEREAS**, StrongMail desires to purchase, and EmailAdvisor and Kara desire to sell, the EmailAdvisor IP (defined below) and Kara IP, as applicable, in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, the parties agree as follows:

#### 1. DEFINITIONS

- 1.1 "*Confidential Information*" has the meaning set forth in Section 5.1 herein.
- 1.2 "*Domain Name*" means www.theemailadvisor.com (and all other Top-Level Domain extensions registered by or on behalf of Kara incorporating the words "email" or "advisor," expressly excluding the Top-Level Domain "www.EmailTestKitchen.com").
- 1.3 "*EmailAdvisor IP*" has the meaning set forth in Section 2.1(A) herein.
- 1.4 "*Kara IP*" has the meaning set forth in Section 2.1(B) herein.
- 1.5 "*Payment*" has the meaning set forth in Section 3.1 herein.
- 1.6 "*Reversion*" has the meaning set forth in Section 3.2 herein.
- 1.7 "*StrongMail Services*" has the meaning set forth in the Recitals herein.
- 1.8 "*Trademark*" means U.S. Trademark No. 3,664,777 and all goodwill associated therewith.

**2. ASSIGNMENT**

2.1 Assignment.

- (A) By EmailAdvisor. EmailAdvisor agrees to assign and hereby does assign to StrongMail all of EmailAdvisor's right, title and interest in, to and under the Trademark (the "*EmailAdvisor IP*").

2.2

2.3

2.4

**3. CONSIDERATION**

3.1

3.2

3.3

**4. TERMINATION**

**5. CONFIDENTIALITY**

5.1

5.2

5.3

**6. REPRESENTATIONS AND WARRANTIES**

6.1

6.2

6.3

## 7. INDEMNIFICATION

## 8. GENERAL

- 8.1 Entire Agreement. This Agreement constitutes the entire agreement among the parties relating to subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.
- 8.2 Amendment; Severability. This Agreement may be amended or supplemented only in writing that is signed by duly authorized representatives of each party. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired. The parties shall replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 8.3 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California without giving effect to principles of conflict of laws. Both parties agree to submit to jurisdiction in California and further agree that any cause of action arising under this Agreement may only be brought in a state court located in San Mateo County, California or a federal court located in the Northern District of California.

IN WITNESS WHEREOF, each of StrongMail and EmailAdvisor have caused this EmailAdvisor Acquisition Agreement to be signed by its duly authorized representative, and Kara has signed this EmailAdvisor Acquisition Agreement, as of the date first set forth above.

**STRONGMAIL SYSTEMS, INC.**

**THE EMAIL ADVISOR LLC**

By: *Bill Griffin*

By: *Kara A. Trivunovic*

Name: William Griffin

Name: Kara A. Trivunovic

Title: CFO

Title: Owner

Address: 1300 Island Dr, #200  
Redwood City, CA 94065

Address: 9112 W. 96th Pl.  
St. John, IN 46373

**KARA TRIVUNOVIC**

By: *Kara A. Trivunovic*

Address: 9112 W. 96th Pl.  
St. John, IN 46373