

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Bluffware, LLC		01/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluff Media, LLC		
<b>Street Address:</b>	1200 Lake Hearn Drive		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30319		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3826115	BLUFF.COM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(502)540-2268		
Phone:	502/587-3707		
Email:	aberge@bgdlegal.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Amy B. Berge		
Address Line 1:	101 South Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	113279.000001		
NAME OF SUBMITTER:	Amy B. Berge		

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Signature:	/Amy B. Berge/
Date:	02/23/2012
<b>Total Attachments: 4</b> source=BLUFFWARE, LLC to BLUFF MEDIA , LLC assignment#page1.tif source=BLUFFWARE, LLC to BLUFF MEDIA , LLC assignment#page2.tif source=BLUFFWARE, LLC to BLUFF MEDIA , LLC assignment#page3.tif source=BLUFFWARE, LLC to BLUFF MEDIA , LLC assignment#page4.tif	

## **TRADEMARK AND DOMAIN NAME TRANSFER AGREEMENT**

**THIS TRADEMARK AND DOMAIN NAME TRANSFER AGREEMENT** (this "Agreement"), is made and entered into this 27<sup>th</sup> day of January, 2012 (the "Effective Date"), by and between PAUL NOBLES, an individual resident of the State of Minnesota, and BLUFFWARE, LLC, a Delaware limited liability company (collectively, "Seller"), and BLUFF MEDIA, LLC, a Georgia limited liability company ("Buyer").

**WHEREAS**, Seller is the registrant of the Internet domain name **BLUFF.com** (the "Domain Name"), as currently registered with that certain registrar, GoDaddy.com, LLC (the "Registrar"); and

**WHEREAS**, Seller has filed and obtained a federal registration for the trademark **BLUFF.COM**, Serial Number: 77719696 (the "Mark"); and

**WHEREAS**, Buyer is desirous of obtaining all of the right, title and interest in, and registration of, the Domain Name and the Mark.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Transfer of Mark.** Seller does hereby irrevocably and unconditionally sell, assign, transfer and set over to Buyer, its successors, and assigns, all right, title, and interest in and to the Mark, free and clear of all liens and encumbrances, along with any applications, together with the goodwill symbolized by the Mark throughout the world along with the right to recover for damages and profits for past infringements of the Mark. From and after the Effective Date, Seller agrees that it will at no time do anything inconsistent with the ownership by Buyer. Seller expressly agrees that neither he nor any of his affiliates, employees, agents, or anyone else acting on his behalf, will do or omit to do anything that would prevent, preclude, impede or otherwise hinder or impair Buyer's exclusive use, registration, ownership and enjoyment of the Mark in connection with any goods and services. Further, Seller agrees to discontinue all use of the Mark and any other marks that are likely to cause confusion with or dilute the Mark, for any purpose whatsoever. Buyer shall pay any filing fees with the USPTO relating to the assignment of the Mark hereunder.

2. **Assignment of Domain Name.** Seller does hereby irrevocably and unconditionally sell, assign, transfer, deliver and quitclaims unto Buyer all right, title and interest in and to the Domain Name, free and clear of all liens and encumbrances, including without limitation all right, title and interest in and to any and all registrations of the Domain Name. Further, Seller agrees that neither he, nor any agent, or entity owned or controlled by Seller, will register any internet domain name, trademark, copyright service mark, logo or other intellectual property right that includes the word "BLUFF" or any domain name, trademark, copyright service mark, logo or other intellectual property right confusingly similar to and/or dilutive of BLUFF.

3. **Change of IP Addresses and Contact Information.** Seller agrees that it will,

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contemporaneously with execution of this Agreement, begin and diligently pursue the modification of the domain name system records through the Registrar and any other necessary means such that the primary and secondary servers associated with the Domain Name will be changed, that the Administrative and Billing contact for the Domain Name will be changed, and the Technical contact for the Domain Name will be changed, all to reflect and record the transfer of the Domain Name as contemplated by this Agreement.

4. **Consideration.**

- (a) In full consideration for the assignment of the Mark and Domain Name, and Seller's other obligations hereunder, Buyer agrees to pay to Seller, an aggregate amount of Seventy-Five Thousand Dollars (US\$75,000), as follows: (i) US\$50,000 on the full execution and delivery of this Agreement (the "Closing Payment"); and (ii) US\$25,000 by April 30, 2012 (the "Post-Closing Payment"). Notwithstanding the foregoing, if requested by Buyer, Seller agrees to utilize the services of \_\_\_\_\_ to facilitate the transfer of the Domain Name, whereupon, Seller shall deposit the Closing Payment with \_\_\_\_\_, and such amount shall not be disbursed to Seller until Seller has completed the transfer of the Domain Name to Buyer, in accordance with the terms and conditions of \_\_\_\_\_. Buyer shall pay all fees and costs of \_\_\_\_\_.
- (b) Within the next 90 days, Company will provide, free of charge, a one-page written editorial referencing Seller's nutritional blog on the Internet in FIGHT! Magazine.
- (c) If Seller publishes and offers for sale a nutritional book, in which he is the primary author, by the first anniversary of the Effective Date, then Company will provide, free of charge, a half-page ad in 2 issues of FIGHT! Magazine, outlining the release of such nutritional book, within 120 days following such release. Such ads must otherwise comply with Company's standards and practices.
- (d) Neither such editorial nor advertisements shall be assignable by Seller or used for any other purpose.
- (e) Each of the guarantors signing below (the "Guarantors"), jointly and severally, guarantees to Seller the full and prompt payment and performance of all liabilities, indebtedness, covenants, commitments, and obligations of Buyer hereunder, including (without limitation) the timely payment of the Post-Closing Payment.

5. **Follow-up.** Seller agrees to take no action that would in any way interfere with Buyer's ability to register the Domain Name, and Seller agrees that upon Buyer's request and without further consideration, Seller will communicate to Buyer any facts known to Seller respecting the Domain Name, sign all lawful papers, make all rightful oaths, and provide all

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truthful testimony which may be reasonably necessary to carry into full force and effect the transfers hereby made or intended to be made.

6. **Representations.** Each party represents that it has full power and authority to, as applicable, grant the transfers and to bind itself as provided herein without the joinder of any other party and without any other action not yet completed. Further, Seller represents and warrants that (i) he is the owner of the Domain Name and Mark, free and clear of all liens and encumbrances, and (ii) he is not aware of any person or entity (other than Buyer) that has asserted a right to the Domain Name.

7. **Entire Agreement.** This Agreement constitutes the entire, full and complete agreement between Seller and Buyer concerning the subject matter hereof, and supersedes all prior oral and written agreements, if any.

8. **Amendments and Waivers.** No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

9. **Severability.** In the event any provision of this Agreement is declared or adjudged to be unenforceable or unlawful by any governmental authority, then such unenforceable or unlawful provision shall be excised therefrom, and the remainder of the Agreement so affected, together with all rights and remedies granted thereby, shall continue and remain in full force and effect.

10. **Governing Law and Choice of Forum.** This Agreement shall be governed by, and interpreted and construed under, the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law.

11. **Legal Fees.** In any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, reasonable expenses, attorneys' fees and costs actually incurred.

12. **Choice of Law.** This Agreement is made and is performable in Minnesota, and shall be governed and construed in accordance with Minnesota law. Any dispute arising out of this Agreement shall be heard in a Minnesota court of competent jurisdiction.

13. **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be an original but all of which shall constitute one and the same Agreement. Each party hereto acknowledges that he or she understands and accepts the terms of this Agreement and that each party has had sufficient opportunity to review it, consult with an independent attorney or other advisor prior to the execution of this Agreement.

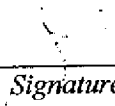
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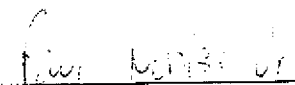
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**Seller:**

**PAUL NOBLES**

  
\_\_\_\_\_  
*Signature*

**BLUFFWARE, LLC**

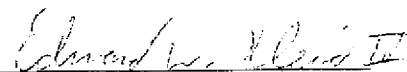
By:   
\_\_\_\_\_  
**Paul Nobles, President**

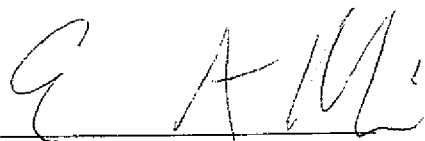
**Buyer:**

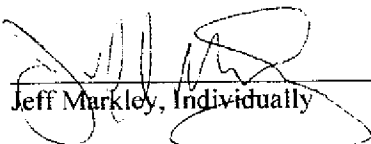
**BLUFF MEDIA, LLC**

By:   
\_\_\_\_\_  
**Jeff Markley, Vice President**

**Guarantors:**

  
\_\_\_\_\_  
**Edward W. Kleid IV, Individually**

  
\_\_\_\_\_  
**Eric Morris, Individually**

  
\_\_\_\_\_  
**Jeff Markley, Individually**

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