

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
Charles G Francis		11/20/2006	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	McMurry, Inc.		
Street Address:	1010 E. Missouri Ave.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85014		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1695029	"IDEABANK"	
CORRESPONDENCE DATA			
Fax Number:	602-252-11		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	602-252-1900		
Email:	apopham@cmpbglaw.com		
Correspondent Name:	Collins, May, Potenza, Baran & Gillespie		
Address Line 1:	201 N. Central Ave		
Address Line 2:	22nd Floor Chase Tower		
Address Line 4:	Phoenix, ARIZONA 85004-0608		
NAME OF SUBMITTER:	Amy J Popham		
Signature:	/Amy J Popham/		
Date:	06/11/2012		

OP \$40.00 1695029

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 20, 2006 (the "Effective Date") by and between IdeaBank Inc., a Delaware corporation (the "Seller"), Charles Francis, a man ("Francis") and McMurry, Inc, an Arizona corporation (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is engaged in the business of compiling and selling a collection of quotes, anecdotes and other content and publishing an email newsletter, all under the brand IdeaBank ("IdeaBank"), and maintains an online archive of searchable quotes, anecdotes and other content (collectively the "Properties");

WHEREAS, Francis is the sole shareholder and officer of Seller and has the authority to execute this Agreement on his and Seller's behalf;

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Properties and substantially all of the assets, materials, contracts and records of the Seller relating to the business of the Properties (sometimes referred to herein as the "Business"), on and subject to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

PART 1. Purchase and Sale of Assets.

1.1. Assets to be Sold.

(a) On and subject to the terms and conditions set forth in this Agreement, the Buyer hereby buys from the Seller and the Seller hereby sells, conveys, transfers, assigns and delivers to the Buyer, all right, title and interest of the Seller in and to all of the assets, of every kind and description, properties and rights of the Seller constituting the Business, excluding only the Excluded Assets, as defined below. Collectively, the foregoing (other than the Excluded Assets) are referred to herein as the "Assets". The Assets are hereby sold free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

(b) The Assets include, without limitation, the following assets, properties and rights of Seller.

(i) all active, and to the extent available, all expired, canceled and trial subscription lists and all lists of any persons or entities who are now or have been subscribers to any of the Properties (the "Subscribers") at any time within the three (3) years preceding the Effective Date (collectively, the "Lists"), and all of Seller's rights to any thereof for any and all purposes, including, but not limited to, solicitations for subscriptions to the Properties ("Subscriptions"), all of Seller's rights to Subscription renewals after the Effective Date and Seller's rights to sale or rental of the Lists for commercial purposes. The Lists will be delivered to Buyer at Closing;

(ii) a sample of any fulfillment supplies used in publishing the Properties during the last (3) three years and remaining in Seller's possession, and print copies of back issues of the email newsletter that is part of the Properties and remaining in Seller's possession, other than one complete set of print copies of each monthly email newsletter in the personal collection of Francis;

(iii) other than the accounts receivable amounts listed on Schedule 1.1(c)(viii) of the Disclosure Materials, all of Seller's interest in and to the existing Subscriptions, including any royalties on such Subscriptions, a complete listing of which, setting forth the name and address of each current Subscriber and the other material terms of such Subscriptions has been previously delivered to Buyer;

(iv) all contracts, subcontracts, licenses and sublicenses, and agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, and sales orders and commitments used in operation of the Business and the Properties, and all rights under any written or oral agreements with freelance writers and editors (including those that cover content in back issues of the Properties) a list of which is set forth on Schedule 1.1(b)(iv) of the Disclosure Materials (collectively, the "Contracts");

(v) to the extent their transfer is permitted by law, any governmental or other licenses, permits, approvals, license applications and registrations used in the operation of the Business and set forth on Schedule 1.1(b)(v) of the Disclosure Materials (the "Permits");

(vi) all right, title and interest of Seller in all technologies, methods, formulations, databases, trade secrets, know-how, inventions and other intellectual property (if any) used in, or under development for use in, the Business, a list of which is set forth in Schedule 1.1(b)(vi) of the Disclosure Materials;

(vii) all right, title and interest of Seller in and to the names of the Properties and any other names of Seller used in connection with the Business, the Assets or the Properties (the "Names") a complete list of which is set forth as Schedule 1.1(b)(vii) of the Disclosure Materials.

(viii) the following URLs: idea-bank.com, businesshumor.com and any other web site addresses used in connection with the Properties (the "URLs"); the email address francis@idea-bank.com, which email address shall be forwarded to an email address of the Buyer for a period of one year following the Closing, and then will be terminated from any further use by the Buyer thereafter; and all Seller's rights to the content and databases of Seller's website (the "Website");

(ix) all of Seller's right, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law), in connection with the Properties, the Names, the URLs and the

Website (the "Trademarks"), including without limitation those that are listed on Schedule 1.1(b)(ix) of the Disclosure Materials, together with any and all goodwill associated with such Trademarks;

(x) all of Seller's right, title and interest in and to all copyrights, and registrations and applications for such copyrights, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) in connection with the Properties, the Names, the URLs and the Website (the "Copyrights"), including without limitation, those that are listed on Schedule 1.1(b)(x) of the Disclosure Materials, together with any and all goodwill associates with such Copyrights;

(xi) all causes of action, claims or rights of action against third parties arising from or based on the infringement, misappropriation, misuse or unauthorized use of the Trademarks or the Copyrights (collectively the ("Intellectual Property") or the breach of the Contracts;

(xii) all of the Seller's rights, title and interest in and to all physical or electronic manifestations of, (i) all stories, articles, content photographs, plans, layouts, designs, art work, research, advertising and other materials used in, or directly relating to the Properties or otherwise used or produced by or for the Seller with respect to the Properties, (ii) all editorial inventory, as that term is commonly used in the publishing industry, which has been used, purchased or prepared in connection with the Properties, to the fullest extent of the Seller's rights, title and interest therein (all of the foregoing items described in clauses (i), and (ii) of this sentence being herein collectively referred to as the "Editorial Inventory"). The Editorial Inventory includes, but is not limited to, all of the Seller's rights, title and interest in and to articles, photographs and art work which have been either prepared by employees of the Seller or prepared by third parties as work for hire or otherwise paid for in full or in part by or on behalf of the Seller prior to or after the date hereof, or as to which the Seller otherwise has any claim of right, interest or ownership;

(xiii) complete issue archives for the Properties dating back to their founding, to the extent available in electronic form;

(xiv) the following telephone number: 914-925-9716; and the Seller agrees to forward any materials pertaining to the Properties and received by it at the facsimile number 914-925-9721;

(xv) samples and data on all subscription solicitation materials, offers, tests and pricing tables, including test packages and offers relating to the Properties;

(xvi) all books, records, manuals and other materials (excepting only (x) the Seller's internal financial records to the extent not reflective of, or necessary or helpful in connection with the operation of, the Properties and (y) the 1,700 print books in Seller's personal collection), including, without limitation, materials used in developing the Properties or content for the Properties, advertising matter, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, distribution lists, production data, sales and promotional materials,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 20th day of November, 2006.


BUYER:

MCMURRY, INC., an Arizona Corporation

By: 
Name: Chris McMurry
Title: President

SELLER:

IDEABANK INC. a Delaware corporation

By: 
Name: Charles Francis
Title: Owner/Publisher

FRANCIS:

Charles Francis

Schedule 1.1(b)(vii): Names

IdeaBank.

Schedule 1.1(b)(ix): Trademarks and Registrations

IdeaBank, registered trademark number 1695029 [US Trademark Office certificate delivered herewith]