

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT														
EFFECTIVE DATE:	11/18/2008														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Goodcontacts Research Ltd.</td> <td></td> <td>11/18/2008</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Goodcontacts Research Ltd.		11/18/2008	CORPORATION: CANADA				
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CORRESPONDENCE DATA															
<p>Fax Number: 7147558290</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email: ipdocket@lw.com</p> <p>Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke</p> <p>Address Line 1: 650 Town Center Dr, 20th floor</p> <p>Address Line 2: 033494-15-US024 & 025</p> <p>Address Line 4: Costa Mesa, CALIFORNIA 92626</p>															
ATTORNEY DOCKET NUMBER:	(033494-15-US024 & 025)														
NAME OF SUBMITTER:	Adam Kummins														

Signature:	/Adam Kummins/
Date:	08/08/2012
Total Attachments: 4 source=Goodcontacts#page1.tif source=Goodcontacts#page2.tif source=Goodcontacts#page3.tif source=Goodcontacts#page4.tif	

DISTRIBUTION AND WINDING-UP AGREEMENT

Distribution and Winding-Up Agreement dated 11/18, 2008 between Goodcontacts Research Ltd. (the "**Corporation**") and Reunion.com, Inc. (the "**Shareholder**").

RECITALS

- (a) The Shareholder has authorized the voluntary dissolution of the Corporation pursuant to subsection 210(3) of the *Canada Business Corporations Act*.
- (b) The Corporation is authorized to discharge all its debts, obligations and liabilities and to distribute its remaining property to the Shareholder.
- (c) The remaining property of the Corporation is to be distributed to the Shareholder.
- (d) The Shareholder has agreed to undertake to pay and discharge all debts, obligations and liabilities of the Corporation.

In consideration of the foregoing and the mutual agreements contained in this agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Conveyance.

The Corporation assigns, transfers and conveys to the Shareholder all right, title and interest of the Corporation in and to all of its undertaking, property and assets of every kind and description wherever situate, as of the close of business on 11/18, 2008 (the "**Property**").

Section 2 Liabilities.

The Shareholder expressly assumes all debts, obligations and liabilities of the Corporation to the extent only of the value of the Property received by the Shareholder. The Shareholder undertakes to pay and discharge such assumed debts, obligations and liabilities.

Section 3 Contracts Requiring Consent.

Nothing in this agreement shall be construed as an attempt to assign to the Shareholder any contracts, commitments, leases, claims or demands which would otherwise be Property (the "**Contractual Rights**") but which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the other party or parties thereto and in respect of which no such consent has been given. In order that the Shareholder may receive and realize the full benefit of the Contractual

Rights, the Corporation shall hold the Contractual Rights in trust for the Shareholder and all benefits derived thereunder shall be for the account of the Shareholder. The Shareholder shall perform the Contractual Rights on behalf of and in the name of the Corporation. The Shareholder agrees to indemnify and save harmless the Corporation from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Shareholder in the name of the Corporation of any such contract not assigned to the Shareholder.

Section 4 Power of Attorney.

The Corporation constitutes and appoints the Shareholder and its successors and assigns, the true and lawful attorney of the Corporation for and in the name of or otherwise on behalf of the Corporation with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of the Property to the Shareholder and its successors and assigns. This power of attorney, being coupled with an interest, shall survive the dissolution of the Corporation.

Section 5 Third Party Beneficiaries.

The parties intend that this agreement will not benefit or create any right or cause of action in favour of, any person, other than the parties to this agreement. No person, other than the parties to this agreement, is entitled to rely on the provisions of this agreement in any action, suit, proceeding, hearing or other forum.

Section 6 Further Assurances.

The parties agree to do all such acts and things and execute and deliver all transfers, assignments and instruments which may be necessary or desirable to give effect to this agreement or to evidence any transfer or assignment contemplated by this agreement.

Section 7 Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 8 Successors and Assigns.

This agreement shall enure to the benefit of and be binding upon the parties to the agreement and their respective legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Distribution and Winding-Up Agreement.

GOODCONTACTS RESEARCH LTD.

By: 

Name: Jeffrey Tinsley

Title: CEO

REUNION.COM, INC.

By: Rachel Glaser

Name: Rachel Glaser

Title: Chief Operating Officer

GoodContacts Trademark Registrations

Country	Trademark	Reg. No. Reg. Date
Canada	GOODCONTACTS	TMA613980 7/2/04
Canada	KEEP-IN-TOUCH	TMA629702 1/7/05
US	GOODCONTACTS	3226293 4/10/07
US	KEEP-IN-TOUCH	3216703 3/13/07