

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Change in Legal Structure and Name		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JustAnswer Corporation		01/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JustAnswer LLC		
Street Address:	38 Keyes Avenue, Suite 150		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	LIMITED LIABILITY COMPANY: IDAHO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3966237	JUST ANSWER	
CORRESPONDENCE DATA			
Fax Number:	4154802121		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 400-7942		
Email:	Rambod@pearl.com		
Correspondent Name:	Rambod Nader		
Address Line 1:	38 Keyes Avenue, Suite 150		
Address Line 4:	San Francisco, CALIFORNIA 94129		
ATTORNEY DOCKET NUMBER:	JUST ANSWER 3966237		
NAME OF SUBMITTER:	Rambod Nader		
Signature:	/Rambod Nader/		
Date:	10/02/2012		

OP \$40.00 3966237

**Total Attachments: 9**

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## CONTRIBUTION AND EXCHANGE AGREEMENT

This Contribution and Exchange Agreement (the "Agreement") is made and entered into effective as of January 1, 2011, among JustAnswer Corporation, a Delaware corporation that has elected to be classified as an "S corporation" for U.S. federal income tax purposes ("Contributor"), and JustAnswer LLC, an Idaho limited liability company ("Company").

### RECITALS:

A. The Company has been formed and organized under the laws of the State of Idaho for the purposes of effecting the transactions contemplated in this Agreement and to conduct such other business and affairs as the Member (as defined in the Operating Agreement) of the Company may from time to time find in the best interests of the Company. As of the effective date of this Agreement, Contributor will be a member of the Company, with such rights and obligations as are set forth in that certain Operating Agreement of JustAnswer LLC, dated as of January 1, 2011, which is attached hereto as Exhibit A (the "Operating Agreement").

B. As part of its operations, Contributor is engaged in a business related to connecting the general public with experts in various fields via its websites to facilitate the exchange of questions and answers (the "Business").

C. The Company desires to acquire the "Assets" (as defined in Exhibit B) and assume the "Liabilities" (as defined below) of Contributor that relate to the Business. Contributor desires to contribute and transfer such Assets and Liabilities to the Company and to receive, in exchange therefor, as of the effective date hereof, 100% of the outstanding ownership interests or units of the Company ("Common Membership Interests").

D. The Company is intended to be a single member limited liability company and therefore disregarded for U.S. federal income tax purposes under Treasury regulations section 301.7701-3 (and comparable provisions of state law).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

### ARTICLE 1. CONTRIBUTION OF ASSETS

1.1 **Contribution of Assets.** Subject to the terms and conditions of this Agreement, Contributor hereby contributes, conveys, transfers, assigns and delivers to the Company all of the right, title and interest in and to all of the assets of Contributor relating to the Business wherever located, inclusive of all cash or cash equivalents owned or held by the Contributor (collectively referred to herein as the "Assets"), and the Company hereby accepts the contribution of the Assets from Contributor. The Assets are herein described on Exhibit B, attached hereto.

1.2 **Assumed Obligations.** Contributor shall transfer, and the Company shall assume, any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency,

guaranty or endorsement of or by Contributor, whether accrued, absolute, contingent, matured or unmatured (the "Liabilities"), other than any of the foregoing with respect to federal or state income taxes of Contributor (if any), and including without limitation the obligations set forth in Exhibit C. For the avoidance of doubt, because the transactions contemplated by this Agreement do not constitute a corporate transaction for tax or other purposes, the options to purchase shares of common stock of Contributor shall not be transferred to the Company or otherwise converted in connection with this Agreement or the transactions contemplated hereby.

1.3 Notwithstanding the foregoing, in the event that the transfer of any Asset or Liability to the Company or the novation by or assignment of any contract or agreement to the Company is not permitted by the terms of any instrument or agreement governing or relating to the Assets or Liability or such contract or agreement, as the case may be, or if such transfer, novation or assignment is not permitted by applicable law or otherwise, such transfer, novation or assignment shall not be made as of the date hereof but instead shall be made as of the date on which the requisite consent to such transfer, novation or assignment is obtained by the Contributor or the date on which such transfer, novation or assignment is otherwise permissible, as the case may be.

1.4 *Consideration for the Assets/Units.* In exchange for the transfer of the Assets and Liabilities, and subject to the terms and conditions of this Agreement and the Operating Agreement, Contributor shall receive all of the Common Membership Interests in the Company. The Common Membership Interests issued to the Company represent, as of the effective date hereof, 100% of the outstanding ownership interests or units of the Company.

## ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

As a material inducement to the Company to enter into this Agreement, Contributor hereby represents and warrants to the Company as follows:

2.1 *Organization of Contributor.* Contributor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full power to conduct its business as it is presently being conducted.

2.2 *Authorization and Approvals.* This Agreement is the legal, valid and binding obligation of the Contributor, enforceable in accordance with its terms, subject to judicial discretion regarding specific performance or other equitable remedies, and except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the enforcement of creditors' rights and remedies generally. This Agreement has been duly and validly authorized by all necessary action of the Contributor, and no further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative body or agency is required in connection with the execution and delivery by the Contributor of this Agreement, or the consummation by the Contributor of the transactions contemplated hereby.

2.3 *No Violations.* Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any provision of the certificate of incorporation or bylaws of the Contributor, (b) violate, or be in conflict with, or constitute a default (or any event which, with the giving of notice or lapse of time or both, would

constitute a default) under any material agreement or instrument to which the Contributor is a party or by which the Company is bound, or (c) violate any order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to the Contributor, in except in the case of clauses (b) and (c) which would not have a material adverse effect on the financial condition or results of operations of the Contributor or the Company's operation of the Business.

**2.4 Title to and Adequacy of Contributed Assets.** Contributor has good, complete and marketable title to all of the Assets free and clear of all mortgages, security interests, liens, options, pledges, equities, claims, charges, restrictions, conditions, conditional sale contracts and any other encumbrances or adverse interests of any kind or nature whatsoever other than those relating to the Liabilities. All of the Assets are in the exclusive possession and control of Contributor, which has the unencumbered right to use and transfer to the Company in accordance with the terms and provisions of this Agreement, all of its Assets without interference from and free of the rights and claims of others. The Assets consist of all of the assets necessary for the conduct of the Business consistent with past practice.

### ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF COMPANY

As a material inducement to Contributor to enter into this Agreement, the Company, after due inquiry and investigation, makes the representations and warranties set forth in this Article 3.

**3.1 Organization; Good Standing; Qualification and Power.** The Company is an Idaho limited liability company, duly organized, validly existing and in good standing under the laws of the State of Idaho, has all requisite power to own, lease and operate the Assets and to carry on its business as presently contemplated to be conducted hereafter, and is, or will be in due course, qualified to do business and in good standing in every jurisdiction in which the failure to so qualify or be in good standing, individually or in the aggregate, could have a material adverse effect on the Company.

**3.2 Authorization and Approvals.** This Agreement is the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to judicial discretion regarding specific performance or other equitable remedies, and except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the enforcement of creditors' rights and remedies generally. This Agreement has been duly and validly authorized by all necessary action of the Company, and no further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative body or agency is required in connection with the execution and delivery by the Company of this Agreement, or the consummation by the Company of the transactions contemplated hereby.

**3.3 No Violations.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any provision of the Operating Agreement or Certificate of Organization of the Company, (b) violate, or be in conflict with, or constitute a default (or any event which, with the giving of notice or lapse of time or both, would constitute a default) under any material agreement or instrument to which the

Company is a party or by which the Company is bound, or (c) violate any order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to the Company.

### 3.4 *Interest in Company.*

(a) Immediately upon consummation of the transactions with Contributor as herein contemplated, Contributor shall own all of the Common Membership Interests in the Company, representing 100% of the outstanding ownership interests of the Company as of the date hereof.

(b) Assuming the accuracy of the representations and warranties of Contributor contained herein and in the Operating Agreement, the offer and issue of the Common Membership Interests in the Company is and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "1933 Act"), and is exempt from registration and qualification under the registration, permit or qualification requirements of all applicable state securities laws.

## ARTICLE 4. MISCELLANEOUS

4.1 *Expenses.* Each party shall each bear its own expenses in connection with the transactions contemplated by this Agreement, including the fees of attorneys, accountants, advisors, brokers, investment bankers and other representatives.

4.2 *Notices.* Except as otherwise provided in this Agreement, all notices and other communications and legal process shall be in writing and shall be personally delivered, transmitted by facsimile or email, delivered by an overnight courier or transmitted by postage prepaid, registered or certified mail with return receipt requested, as elected by the party giving such notice. Notices shall be deemed to have been given: (i) on the fifth (5th) business day after posting, if mailed as described above, (ii) on the date of receipt, if delivered personally, or (iii) on the next business day after transmission by facsimile or email or delivery by overnight courier, if confirmations of completed transmission or delivery have been received. Any party hereto may change his or its address specified above by giving written notice to the other parties hereto in the same manner as specified in this Section 4.2.

4.3 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

4.4 *Further Assurances.* Each of the parties hereto agrees that, at any time and from time to time after the date hereof, it will take any and all actions and execute and deliver to any other party such further instruments or documents as may reasonably be required to give effect to the transactions contemplated under this Agreement.

4.5 *Entire Agreement.* Unless otherwise specifically agreed in writing, this Agreement and the schedules and exhibits attached hereto represent the entire understanding of the parties with reference to the transactions set forth herein, and supersede all prior

representations, warranties, understandings and agreements heretofore made by the parties, and neither this Agreement nor any provisions hereof may be amended, waived, modified or discharged except by an agreement in writing signed by the party against whom the enforcement of any amendment, waiver, change or discharge is sought.

4.6 *Binding Agreement.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.7 *Captions.* The captions of the various Sections and subsections hereof and in the annexes and schedules attached hereto are for convenience of reference only, and shall not affect the meaning or construction of any provision hereof or of any such annexes or schedules.

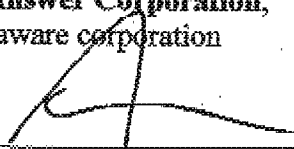
4.8 *Parties in Interest.* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

4.9 *Governing Law.* This Agreement is deemed to have been made in the State of Idaho, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of Idaho as such apply to contracts made and to be performed in that state.

*[signature page follows]*

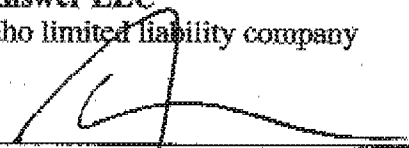
**IN WITNESS WHEREOF**, each of the parties hereto has executed this Contribution Agreement as of the day and year first written above.

**JustAnswer Corporation,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Andy Kurtzig


Its: Chief Executive Officer

**JustAnswer LLC**  
an Idaho limited liability company

By:   
\_\_\_\_\_  
Andrew P. Kurtzig

Its: Authorized signatory, as Chief Executive  
Officer of JustAnswer LLC

and

By:   
\_\_\_\_\_  
Emily Su-lan Reber Porter

Its: Authorized signatory, as General Counsel  
of JustAnswer LLC



Exhibit B

**ASSETS OF JUSTANSWER CORPORATION TO BE CONTRIBUTED**

All assets used in the conduct of the Business of the Contributor prior to the effective date hereto, comprised of the following:

- (a) All cash and cash equivalents;
- (b) All office and other supplies;
- (c) All deposits, advances, pre-paid expenses, accrued rebates and credits (excluding refunds for taxes paid by Contributor);
- (d) All fixed assets, equipment, furnishings, computer hardware, fixtures and other tangible personal property;
- (e) All customer, Expert, affiliate, vendor, independent contractor and other contracts;
- (f) All rights of the Contributor under any leases for real property;
- (g) All world wide intellectual property rights of the Contributor, including but not limited to (i) inventions, discoveries, designs, algorithms and other industrial property, and all enhancements, modifications, amendments and improvements thereto, whether patentable or unpatentable, and whether or not reduced to practice, and all patents and patent applications registrations and renewals relating thereto, arising therefrom or in connection therewith, (ii) the Contributor's name and all fictitious business names, (iii) copyrights and copyrightable work (whether or not registered or eligible for copyright protection including, without limitation, unpublished items), (iv) registered and unregistered trademarks and applications, registrations and renewals relating thereto, trade names, service marks, trade dress, logos, internet domain names, and all goodwill and similar value associated with any of the foregoing, (v) moral rights, (vi) trade secrets, know-how and other proprietary information owned, used, or licensed by the Contributor, including technical information, process technology, customers and supplier lists, software, drawings or blue prints, statistical models, e-mail lists, databases and data, (vii) any remedies against and rights to sue for past, present and future infringements and rights to damages and profits due or accrued in or related to any of the foregoing, (viii) any tangible embodiments of any of the foregoing, and (ix) all versions, releases, upgrades, derivatives, enhancements and improvements of any of the foregoing;
- (h) All accounts receivable, notes receivable and other receivables and any security therefor;
- (i) All licenses to the extent that they are assignable;
- (j) All goodwill and going concern value; and

(k) All other tangible and intangible assets, properties and rights of any kind or description, wherever located that are (i) carried on the books of the Contributor or (ii) owned by the Contributor.

Exhibit C

**LIABILITIES TO BE ASSUMED**

Without limiting the generality of the terms and conditions of this Agreement, the Company expressly agrees to assume and perform with respect to those certain Indemnification Agreements by and between Contributor and its Directors, Officers, and one other employee, in the same manner and to the same extent that the Contributor would be required to perform if the transactions contemplated by this Agreement had not taken place.