

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
Salon Media Group, Inc.		09/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Well Group, Inc.		
Street Address:	1195 Park Avenue #206		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3139015	THE WELL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-609-4210		
Email:	esoft@well.com		
Correspondent Name:	The Well Group, Inc.		
Address Line 1:	1195 Park Avenue #206		
Address Line 2:	Earl Crabb		
Address Line 4:	Emeryville, CALIFORNIA 94608		
NAME OF SUBMITTER:	Cynsa Bonorris, Secretary, The Well		
Signature:	/cynsa/		
Date:	11/14/2012		

OP \$40.00 3139015

Total Attachments: 15

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is entered into effective as of September 20, 2012, by and among The Well Group, Inc. ("Assignee"), and Salon Media Group, Inc. ("Assignor").

RECITALS

WHEREAS, pursuant to that certain Asset Sale Agreement dated as of September 20, 2012 by and between Assignee and Assignor (the "Asset Sale Agreement"), Assignor agrees to assign to Assignee, and Assignee agrees to assume from Assignor, for consideration and upon the terms and conditions set forth in the Asset Sale Agreement, certain of the assets and liabilities of Assignor.

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Asset Sale Agreement.

NOW, THEREFORE, pursuant to the Asset Sale Agreement, and in consideration of these premises, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed that:

1. Subject to the terms of the Asset Sale Agreement, effective as of the Closing, Assignor hereby grants, sells, conveys, transfers, delivers and assigns unto Assignee, its successors and permitted assigns, all of Assignors' legal and equitable rights, privileges, interest and duties in and to the contracts specified in Exhibit A to the Asset Sale Agreement (the "Assignment").
2. Effective as of the Closing, Assignee hereby accepts the Assignment and assumes and shall subsequently pay, discharge, and perform all obligations relating to the assigned contracts under the Assignment.
3. Notwithstanding the foregoing, to the extent the Assignment requires the consent of a third party or governmental authority or agency, the Assignment shall become effective on and after receipt of such consent. Each party agrees that it shall execute and deliver to the other party such further instruments, documents and agreements as the other may reasonably require to make the Assignment effective.
4. Assignor hereby covenants that, from time to time after the delivery of this Agreement, at Assignee's reasonable request, Assignor will execute and deliver any further documents and take any further actions as reasonably may be required to effect the Assignment.
5. Assignee hereby covenants that, from time to time after the delivery of this Agreement, at Assignor's reasonable request and without further consideration, Assignee will execute and deliver any further documents and take any further actions as reasonably may be required to effect the Assignment.

6. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. No modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

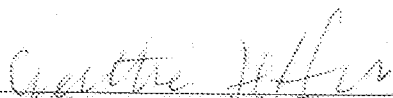
8. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to any conflicts of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

9. This Agreement may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ASSIGNOR:
SALON MEDIA GROUP, INC.

By: 
Name: CYNTHIA JEFFERS
Title: CEO

ASSIGNEE:
THE WELL GROUP, INC.

By: 
Name: Fred Lamb
Title: President & CEO

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

WEST\238581604.1

TRADEMARK
REEL: 004900 FRAME: 0348

Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of September 20, 2012 (this "Trademark Assignment"), by and between Salon Media Group, Inc., a Delaware corporation with an address of 101 Spear Street, Suite 203, San Francisco, CA 94105 ("Assignor"), and The Well Group, Inc., a California corporation with an address of 1195 Park Avenue, #206, Emeryville, CA 94608 ("Assignee").

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RECITALS

A. Assignor desires to transfer its rights, interests and claims in, and title to all of the trademarks and service marks in the respective jurisdictions set forth in the table below, together with any and all common law rights and goodwill associated therewith, and the registrations therefor.

Country	Trademark	Status	Registration No.	Registration Date
U.S.	THE WELL	Registered	3139015	September 5, 2006
United Kingdom	THE WELL	Registered	2068681	May 23, 1997
International Registration (designating the European Union)	THE WELL	Registered	883211	March 8, 2006

B. Under the terms of that certain Asset Sale Agreement dated as of September 20, 2012 by and between Assignor and Assignee, Assignor has agreed, among other things, to transfer to Assignee all of Assignor's rights, interests and claims in, and title to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor.

SMG

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, interest and claim in, and title to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the trademarks and service marks set forth in the table above, if any, in each case whether now existing or hereafter created, together with the proceeds thereof (collectively, the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder.

Each party represents that it has the power and authority to enter into this Trademark

SMG

Assignment. If any term of this Trademark Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Trademark Assignment shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR
Salon Media Group, Inc.

By: *Cynthia Jeffers*
Name: CYNTHIA JEFFERS
Title: CEO, SALON.MG

ASSIGNEE
The Well Group, Inc.

By: *Earl Crabb*
Name: Earl Crabb
Title: President & CEO

BILL OF SALE

This Bill of Sale is made and entered into as of September ²⁰, 2012, by and among Salon Media Group, Inc. ("Transferor") and The Well Group, Inc. ("Transferee"). Transferee and Transferor are referred to collectively herein as the "Parties." All capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Asset Sale Agreement between Transferor and Transferee, dated September ²⁰, 2012, by (the "Asset Sale Agreement"). This Bill of Sale is being delivered in connection with Section 12 of the Asset Sale Agreement. W/C
S/E

RECITALS

WHEREAS, pursuant to the Asset Sale Agreement, Transferor agrees to sell, and Transferee agrees to purchase, the assets set forth in Section 3.A. of the Asset Sale Agreement (the "Transferred Assets") in consideration of the various covenants and promises set forth in the Asset Sale Agreement; and

WHEREAS, it is the Parties' intention to reflect the transfer of the Transferred Assets by the execution and delivery of this Bill of Sale on the date hereof.

NOW, THEREFORE, pursuant to the terms of the Asset Sale Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Effective as of the closing, Transferor does hereby sell, convey, transfer, assign and deliver unto Transferee, and Transferee does hereby accept such sale, conveyance, transfer, assignment and delivery of, Transferor's entire right, title and interest in, to and under the Transferred Assets.
2. This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Asset Sale Agreement.
3. This Bill of Sale may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in two (2) or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
4. This Bill of Sale is deemed to have been made in the State of California 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 California for contracts made and to be performed in that state.
5. No modification, waiver or termination of this Bill of Sale shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this

Bill of Sale shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

TRANSFeree:

TRANSFEROR:

THE WELL GROUP, INC.

SALON MEDIA GROUP, INC.

By: 

By: 

Name: Earl Crab

Name: CYNTHIA JEFFERS

Title: President & CEO

Title: CEO

[SIGNATURE PAGE TO BILL OF SALE]

MADRID AGREEMENT AND PROTOCOL CONCERNING THE
INTERNATIONAL REGISTRATION OF MARKS

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

(Rule 25 of the Common Regulations)

IMPORTANT

1. If the present request relates to a **total** change in ownership, as provided for in item 6(a), this form may be used for **several** international registrations in the name of the same holder.
2. If the present request relates to a **partial** change in ownership, as provided for in item 6(b), this form may only be used to request the recording of a change in ownership for a **single** international registration.
3. This request may be presented to the International Bureau directly by the recorded holder, or by the Office of the Contracting Party of the recorded holder or by the Office of the Contracting Party of the new owner (the transferee).



World Intellectual Property Organization
34, chemin des Colombettes, P.O. Box 18,
1211 Geneva 20, Switzerland
Tel.: (41-22) 338 9111

Fax (International Trademark Registry): (41-22) 740 1429

TRADEMARK

REEL: 004900 FRAME: 0354

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

For use by the holder	For use by the holder/Office
This request contains the following number of continuation sheets:	Holder's reference: 347603-910102..... Office's reference:
<input type="checkbox"/> INTERNATIONAL REGISTRATION NUMBER(S) (several international registration numbers may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a)) 883211	
<input type="checkbox"/> NAME OF THE HOLDER (transferor) (as recorded in the International Register) Salon Media Group, Inc.	
<input type="checkbox"/> NEW OWNER (transferee) (a) Name: The Well Group, Inc. (b) Address: 1195 Park Avenue, #206, Emeryville, CA 94608 (c) Address for correspondence: (d) Telephone: Fax: E-mail address: esoft@well.com	
<input type="checkbox"/> ENTITLEMENT OF THE TRANSFEREE TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION (a) Indicate in the appropriate space(s): (i) the name of the Contracting State of which the transferee is a national; and/or, (ii) the name of the State member of a Contracting Organization of which the transferee is a national; and/or, (iii) the name of the Contracting Party in the territory of which the transferee is domiciled; and/or, (iv) the name of the Contracting Party in the territory of which the transferee has a real and effective industrial or commercial establishment: U.S.A. (b) Where the transferee is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(iii) or (iv) of the present item, indicate in the space provided below: (i) the address of the transferee in the territory of the Contracting Party mentioned in paragraph (a)(iii) of the present item; or, (ii) the address of the transferee's industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.	

APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER¹

Name: _____
Address: _____
Telephone: _____
Fax: _____ E-mail address: _____

Signature of the new owner appointing the above representative (compulsory)

¹ This item should be used where the new owner (*transferee*) wishes to appoint a representative. Note that, if the person recorded as the representative of the *transferor* is to be recorded as the representative of the *transferee*, such appointment should be made by completing this item. Alternatively, the new owner may appoint a representative by means of a power of attorney annexed to the present request.

SCOPE OF THE CHANGE IN OWNERSHIP (check either (a) or (b))

(a) **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s));

(b) **PARTIAL CHANGE IN OWNERSHIP** (read note No. 2 on the cover page before checking this box)

(i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or,

(ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes); if no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services.

If the space provided is not sufficient, check this box and use a continuation sheet

MISCELLANEOUS INDICATIONS

(a) Indications concerning the transferee (as may be required by certain designated Contracting Parties):

(i) if the transferee is a natural person, nationality of the transferee: _____

(ii) if the transferee is a legal entity:

- legal nature of the legal entity: Corporation _____

- State and, where applicable, territorial unit within that State, under the law of which the legal entity is organized:
California, U.S.A. _____

(b) The transferee may choose a preferred language for correspondence: English French Spanish

SIGNATURE BY THE HOLDER OR HIS REPRESENTATIVE

Holder
(as recorded in the International Register)

Representative of the holder
(as recorded in the International Register)

Name: CYNTHIA JEFFERS

Name: _____

Signature: [Handwritten Signature]

Signature: _____



OFFICE PRESENTING THE REQUEST (if applicable)

Name of the Office: _____

Signature and/or stamp of the Office: _____

FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT

The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).

Holder of the account: DLA PIPER RUDNICK GRAY CARY US LLP Account number: 41680

Identity of the party giving the instructions: Heather A. Dunn, Esq.

(b) AMOUNT OF FEES; METHOD OF PAYMENT

Amount (177 Swiss francs) x _____ (per international registration mentioned in item 1) Grand total (Swiss francs) _____

Identity of the party effecting the payment: _____

Payment received and acknowledged by WIPO

WIPO receipt number

Payment made to WIPO bank account
 IBAN No. CH51 0483 5048 7080 8100 0
 Credit Suisse, CH-1211 Geneva 70
 Swift/BIC: CRESCHZZ80A

Payment identification

dd/mm/yyyy

Payment made to WIPO postal account
 IBAN No. CH03 0900 0000 1200 5000 8
 Swift/BIC: POFICHBE

Payment identification

dd/mm/yyyy

TRADEMARK

REEL: 004900 FRAME: 0359

TRADEMARK

RECORDED: 11/14/2012

REEL: 004900 FRAME: 0360