

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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>
All Enthusiast, Inc.		06/29/2012	CORPORATION: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RSR Acquisition, LLC
<b>Street Address:</b>	6665 Delmar Blvd.
<b>Internal Address:</b>	Suite 3000, c/o Answer, ATTN: Gen. Cnsl
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63130
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	85599144	CUSTOMERS LOVE US RESELLERRATINGS.COM
<b>Registration Number:</b>	3630849	RESELLERRATINGS.COM
<b>Registration Number:</b>	3756894	RESELLER RATINGS
<b>Registration Number:</b>	3954971	BEEN THERE, BOUGHT THAT

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2125046666
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2125046000
<b>Email:</b>	karen.axt@cwt.com
<b>Correspondent Name:</b>	Cadwalader, Wickersham & Taft LLP
<b>Address Line 1:</b>	1 World Financial Center
<b>Address Line 4:</b>	New York, NEW YORK 10281

<b>ATTORNEY DOCKET NUMBER:</b>	88350.001
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CH \$115.00 85599144

NAME OF SUBMITTER:	Karen J. Axt
Signature:	/Karen Axt/
Date:	01/31/2013
<b>Total Attachments: 8</b> source=Project_RR_IP_Assignment_Agreement[Executed]#page1.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page2.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page3.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page4.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page5.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page6.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page7.tif source=Project_RR_IP_Assignment_Agreement[Executed]#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of June 29, 2012 (this "Agreement"), is made and entered into by and between All Enthusiast, Inc., a Texas corporation ("Seller"), and RSR Acquisition, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Buyer"). Capitalized terms used herein and not otherwise defined herein have the meaning assigned thereto in the Asset Purchase Agreement, dated of even date herewith, between AFCV Holdings, LLC, a Delaware limited liability company ("Parent"), Scott Wainner, Buyer, and Seller (the "Asset Purchase Agreement").

RECITALS

WHEREAS, Seller is the owner of all Copyrights included within the Seller IP (the "Assigned Copyrights"), including without limitation those in, arising out of, or associated with the Works of Authorship identified in Schedule A, attached hereto, and is the owner of all right, title and interest in and to any registration application(s) or registration(s) for the Assigned Copyrights, including all right, title and interest in those listed in Schedule A, attached hereto (collectively, "Copyright Registrations");

WHEREAS, Seller is the owner of all Trademark Rights included within the Seller IP (the "Assigned Trademarks"), including without limitation those in, arising out of, or associated with the Trademarks identified in Schedule A, attached hereto, and is the owner of all right, title and interest in and to one or more registration application(s) or registration(s) for such Assigned Trademarks, including all right, title and interest in those listed in Schedule A, attached hereto (collectively, "Trademark Registrations" and, together with the Copyright Registrations, the "Registrations");

WHEREAS, Seller is the owner of all rights in and to the Transferred Domain Names including without limitation all Intellectual Property Rights in, arising out of, or associated with the Transferred Domain Names identified in Schedule A (collectively, the "Assigned Domain Name Rights" and, together with the Assigned Copyrights, Assigned Trademarks, and the Registrations, along with all other Seller IP, the "Assigned IP"); and

WHEREAS, in accordance with the Asset Purchase Agreement, Buyer is desirous of acquiring, and Seller is willing and able to assign, all of Seller's right, title and interest in and to the Assigned IP, together with all business goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and mutual agreements set forth in this Agreement and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

**1. Copyrights.** Seller does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Buyer, its successors, legal representatives and assigns, all of Seller's right, title and interest in and to the Assigned Copyrights and all Copyright Registrations. Seller hereby agrees to cooperate with Parent and Buyer in the maintenance of any and all Copyright Registrations and in confirming Buyer's exclusive ownership of the Assigned Copyrights and all Copyright Registrations. Seller shall take such steps as are reasonably necessary to satisfy Parent that the transfer by Seller to Buyer of Seller's rights in the Assigned Copyrights and Copyright Registrations has been effected fully.

**2. Trademarks.** Seller does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Buyer, its successors, legal representatives and assigns, all of Seller's right, title and interest in and to the Assigned Trademarks, together with all business goodwill associated therewith, and all right, title and interest to all Trademark Registrations. Seller hereby agrees to cooperate with Parent and Buyer in the preparation, submission, prosecution, and maintenance of any and all Trademark Registrations and in confirming Buyer's exclusive ownership of the Assigned Trademarks and all Trademark Registrations. Seller shall take such steps as are reasonably necessary to satisfy Parent that the transfer by Seller to Buyer of Seller's rights in the Assigned Trademarks and Trademark Registrations has been effected fully.

**3. Domain Names.** Seller does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Buyer, its successors, legal representatives and assigns, all of Seller's right, title and interest in and to the Assigned Domain Name Rights. Immediately upon the execution and delivery of this Agreement, Seller shall deliver to Buyer all relevant authorization codes and all other information that may be necessary to transfer the Transferred Domain Names with the relevant registrar and for Buyer to take effective control of the Transferred Domain Names. Seller hereby agrees to cooperate with Parent and Buyer in the maintenance of any and all Transferred Domain Names and in confirming Buyer's exclusive ownership of the Transferred Domain Names. Seller shall take all other steps reasonably necessary to effect the transfer of the Transferred Domain Names to Buyer, including, without limitation, executing any additional documents or agreements as may be reasonably necessary to satisfy Parent that the transfer of the Transferred Domain Names was effective and providing to Parent, Buyer and the relevant registrar all information necessary to effect such transfer.

**4. Other Assigned IP.** Seller does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Buyer, its successors, legal representatives and assigns, all of Seller's right, title and interest in and to all other Assigned IP, together with all business goodwill associated therewith, and all applications and registrations for any and all Intellectual Property Rights pertaining thereto. Seller hereby agrees to cooperate with Parent and Buyer in the preparation, submission, prosecution, and maintenance of any and all applications and registrations for any and all Intellectual Property Rights pertaining thereto and in confirming Buyer's exclusive ownership of the Assigned IP and any such pertinent applications and registrations. Seller shall take such steps as are reasonably necessary to satisfy Parent that the transfer by Seller to Buyer of Seller's rights in the Assigned IP and any pertinent applications and registrations has been effected fully.

**5. Past Infringement and Moral Rights.** Seller does hereby perpetually, irrevocably, and unconditionally sell, convey, assign and transfer to Buyer, its successors, legal representatives and assigns, all claims for past, present and future infringement or misappropriation of any Seller IP, including all rights to sue for and to receive and recover all profits and damages accruing from any infringement or misappropriation prior to the Closing as well as the right to grant releases for past infringement or misappropriation. To the fullest extent permitted by applicable Legal Requirements, Seller hereby waives and agrees not to enforce all moral rights and other similar rights of attribution or integrity that Seller may have in any Seller IP.

**6. Restrictive Covenants.**

(a) Seller shall cease any and all use of the Seller IP, except as may be expressly authorized by Parent.

(b) Seller hereby acknowledges that any unauthorized use of any of the Seller IP by Seller, by any third party under Seller's control or by any third party with Seller's express authorization constitutes a breach of this Agreement and an infringement of Buyer's Intellectual Property Rights.

(c) Seller shall not register, license, transfer, own or otherwise use any Trademark (whether as a Domain Name or otherwise) confusingly similar to any of the Seller IP.

(d) After transferring each Transferred Domain with the relevant registrar, Seller will not take any action to interfere with Buyer's control over such Transferred Domain.

**7. Further Assurances.** Seller and Buyer each hereby covenant that, from time to time after delivery of this Agreement, at the other party's request, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party (or, in the case of Seller, as reasonably requested by Parent) in order to evidence and effectuate the consummation of any of the transactions contemplated by this Agreement and the assignment of the Assigned IP in accordance with this Agreement and with the Asset Purchase Agreement. Buyer will reimburse Seller for the costs and expenses reasonably incurred by Seller in providing such assistance.

**8. Interpretation.** All capitalized terms used in this Assignment but not otherwise defined in this Assignment will have the meanings ascribed to them in the Asset Purchase Agreement. The words "include," "includes," and "including," when used in this Assignment, will be deemed in each case to be followed by the words "without limitation."

**9. Governing Law.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of Delaware applicable to contracts made and to be performed entirely in such state (without giving effect to the conflicts of laws provisions thereof).


**10. Counterparts.** This Agreement may be signed in any number of counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become

effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**BUYER:**

**RSR ACQUISITION, LLC**

By:   
Name: David Karwinski  
Title: CEO

**SELLER:**

**ALL ENTHUSIAST, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

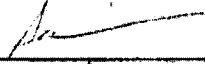
**BUYER:**

**RSR ACQUISITIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**ALL ENTHUSIAST, INC.**

By:  \_\_\_\_\_  
Name: Scott Vainner  
Title: CEO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

79909-0002/LEGAL24008084.4

TRADEMARK  
REEL: 004953 FRAME: 0395



**SCHEDULE A****1. WORKS OF AUTHORSHIP**

Unregistered Works of Authorship: None.

Registered Works of Authorship: None.

**2. TRADEMARKS**

Unregistered Trademarks: None.

Registered Trademarks:

Mark	Registration / Serial No.	Registration / Filing Date.
RESELLERRATINGS.COM	3630849	June 2, 2009
RESELLER RATINGS	3756894	March 9, 2009
CUSTOMERS LOVE US RESELLERRATINGS.COM	85599144	April 16, 2012
BEEN THERE, BOUGHT THAT	3954971	May 3, 2011

**3. DOMAIN NAMES**

RESELLERRATINGS.COM  
 SELLERRATINGS.COM  
 ESELERRATINGS.COM  
 ESELLERRATINGS.COM  
 RECELLERRATINGS.COM  
 RESELERATING.COM  
 RESELERRATINGS.COM  
 RESELLER-RATINGS.COM  
 RESELLERATING.COM  
 RESELLERATING.NET  
 RESELLERRATINGS.COM  
 RESELLERRAITINGS.COM  
 RESELLERRATEINGS.COM  
 RESELLERRATING.COM  
 RESELLERRATING.NET  
 RESELLERRATINGS.CM  
 RESELLERRATINGS.INFO  
 RESELLERRATINGS.MOBI  
 RESELLERRATINGS.NAME  
 RESELLERRATINGS.NET  
 RESELLERRATINGS.ORG

[Schedule A to IP Assignment Agreement]

***EXECUTION VERSION***

RESELLERRATINGS.TV  
RESELLERRATINGS.US  
RESELLERRATINGSSUCKS.COM  
RESELLERRATINGSUCKS.COM  
RESELLERRATTINGS.COM  
RESELLERSRATINGS.COM  
RESELLRATINGS.COM  
RESELRATINGS.COM  
RESLLERRATING.INFO  
RESLLERRATINGS.COM  
SELLERRATEINGS.COM

[Schedule A to IP Assignment Agreement]

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**RECORDED: 01/31/2013**

**TRADEMARK**  
**REEL: 004953 FRAME: 0397**