

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
Fetch Technologies		12/30/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Connotate, Inc.		
Street Address:	120 ALBANY STREET, TOWER II, 4TH FLOOR		
City:	NEW BRUNSWICK		
State/Country:	NEW JERSEY		
Postal Code:	08901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3360674	ENTITYBASE	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212.687.2329		
Email:	IPdocketing@foley.com, jlanza@foley.com, kweiner@foley.com, spippin@foley.com, festevez@foley.com		
Correspondent Name:	Kelly M. Weiner/Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W., Suite 600		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109		
ATTORNEY DOCKET NUMBER:	103362-0106 / ENTITYBASE		
NAME OF SUBMITTER:	Kelly M. Weiner		
Signature:	/Kelly M. Weiner/		

Date:

02/07/2013

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of December 30, 2011 by and between Connotate, Inc., a Delaware corporation ("Buyer"), and Fetch Technologies, a California corporation ("Seller").

SALE AND PURCHASE OF ASSETS

1.1 Certain Terms.

Certain capitalized terms-used in this Agreement are defined in Article IX.

1.2 Sale and Purchase of Purchased Assets; Assumption of Certain Liabilities.

(a) Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in and to all of Seller's Assets other than the Excluded Assets (all of such purchased Assets being collectively referred to as "Purchased Assets"). Without limiting the generality of the foregoing, the Purchased Assets shall include all of the following existing on the Closing Date:

(viii) all of the other intangible assets of Seller, including (A) Seller's Names, (B) all Intellectual Property of Seller, including the patents and other items of Intellectual Property set forth in Schedule 1.2(a)(viii) of the Disclosure Schedule, together with all licenses and franchises therefor, (C) all trademarks, trade names and other identifications owned by Seller or used in the Business, (D) the goodwill of the Business together with the right of Buyer to represent itself to third parties as the successor-in-interest to the Business, and (E) all similar items which are used in connection with Seller's conduct of the Business;

"Intellectual Property" means any Copyrights, Patents, Trademarks, Trade Secrets, domain names, brand names, trade names, logos, slogans, information, proprietary rights, processes, technology rights and licenses, franchises, inventions, licenses and other intellectual property and intellectual property rights whether established under the Laws of any state of the United States or otherwise, any goodwill associated with any of the foregoing and all copies and tangible embodiments thereof (in whatever form of medium), and registrations, applications and renewals for any of the foregoing assets.

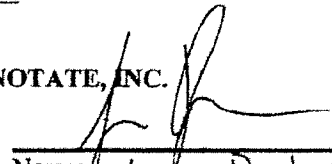
“Trademarks” means all unregistered trademarks, trademark registrations, trademark applications, unregistered service marks, service mark registrations and service mark applications together with all transactions, adaptations, derivations and combinations thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

BUYER:

CONNOTATE, INC.

By:


Name: Liam Donohue
Title: director

SELLER:

FETCH TECHNOLOGIES

By:

Name:
Title:

{Signature Page to Asset Purchase Agreement}

TRADEMARK
REEL: 004958 FRAME: 0035

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

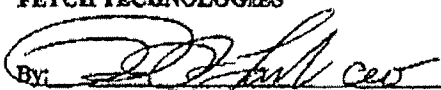
BUYER:

CONNOTATE, INC.

By: _____
Name:
Title:

SELLER:

FETCH TECHNOLOGIES

By: 
Name: Robert H. Connor
Title: CEO & Pres

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT