

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
MyPhotoAlbum Inc. a/k/a DotPhoto Inc.	FORMERLY Exclaim Inc., DotPhoto Inc.	04/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DP Operating Company, Inc.
Street Address:	200 North Main Street
City:	Pennington
State/Country:	NEW JERSEY
Postal Code:	08560
Entity Type:	CORPORATION: NEW JERSEY

Name:	Glenn Paul
Street Address:	8 Forrest Edge Drive
City:	Titusville
State/Country:	NEW JERSEY
Postal Code:	08560
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Brad Murray
Street Address:	6 Silo Road
City:	Pennington
State/Country:	NEW JERSEY
Postal Code:	08534
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2696603	DOTPHOTO

OP \$40.00 2696603

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 609-730-8680

Email: jgrubbesq@verizon.net

Correspondent Name: Jay Grubb

Address Line 1: 12 Forrest Edge Drive

Address Line 4: Titusville, NEW JERSEY 08560

NAME OF SUBMITTER:	Jay G. Grubb
Signature:	/jay g. grubb/
Date:	06/11/2013

Total Attachments: 3

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of April 15, 2013 (the “**Effective Date**”), by and among MyPhotoAlbum Inc., a Delaware corporation (“**Seller**”), DP OPERATING COMPANY, INC., a New Jersey corporation (“**Buyer**”), Glenn Paul, an individual (“**GP**”), and Brad Murray, an individual (“**BM**”).

Seller is engaged, among other things, in the business of providing online consumer and professional photo services on a variety of Internet domain names, including but not limited to, dotphoto.com and dotphotopro.com (such business being herein referred to as the “**Seller’s Business**”). Seller, as assignee, is also party to that certain agreement originally between DPDC Acquisition Corp. and Adobe Systems Incorporated (the “**Adobe Agreement**”) pertaining to the management of the website www.photoshopshowcase.com. Seller owes each of BM and GP certain unperformed obligations, all of which are being waved pursuant hereto.

Accordingly, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth and for other good and valuable desires to sell to Buyer, and Buyer desires to purchase from Seller the Transferred Assets (as hereinafter defined) relating to the Seller’s Business, upon the terms and conditions set forth in this Agreement. In addition, Seller will assign to Buyer and Buyer will assume from Seller the Assumed Liabilities (as hereinafter defined) upon the terms and conditions set forth in this Agreement. Intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the terms defined in this ARTICLE 1 or elsewhere herein shall have the meanings herein specified unless otherwise specified. Accounting terms used in this Agreement, including those defined in this ARTICLE 1, shall, except as otherwise provided for herein, be construed in accordance with GAAP.

“**Action**” shall mean any and all civil, criminal or administrative actions, causes of action, litigation, suits, arbitrations, investigations, inquiries, indictments, proceedings, hearings, charges, complaints, citations, demands, assessments, audits, judgments and claims (including employment-related claims or audits by any taxing authority), regardless of whether a proceeding or lawsuit has been initiated, relating to or asserted by a Person.

“**Affiliate**” of any Person shall mean any other Person, directly or indirectly, controlling, controlled by or under common control with such first Person.

“**Benefit Plan**” shall mean any plan, program, fund, policy, practice or Contract which, through which or under which Seller provides benefits or compensation to or on behalf of any Employee or former employee of Seller, whether formal or informal, whether or not

this Agreement.

“GAAP” shall mean generally accepted accounting principles applied to corporations domiciled in the United States on a consistent basis with past practices.

“Governmental Authority” shall mean any federal, state, local or foreign governmental or regulatory entity, commission, department, board, authority, agency, bureau, instrumentality, body, official or officer (or any department, agency, authority or political subdivision thereof).

“Indemnified Losses” shall mean Buyer Indemnified Losses or Seller Indemnified Losses, as the context implies.

“Intellectual Property” shall mean: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto; (b) all United States, international and foreign patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (c) all design rights, trademarks, service marks, (whether or not registered) trademark licenses, trade dress, and logos, trade names, URLs and Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (d) all copyrightable works and all copyrights (whether or not registered), and all applications, registrations, and renewals in connection therewith; (e) mask works, (f) all Computer Software and licenses, and all source code, data, files and documentation related thereto; (g) all trade secrets and confidential, technical and business information (including, without limitation, ideas, products under development, products contemplated for development, research and development, statistical models, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (h) all rights provided by bilateral or international treaties or conventions; (i) all copies and tangible embodiments thereof (in whatever form or medium, including, without limitation, all copies stored on computers); (j) other tangible or intangible proprietary information or materials used by Seller in connection with Seller’s Business (together with all licenses, authorizations, pending applications, continuations-in-part and extensions for any of the above); and (k) all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

“IP License Agreements” means all Contracts (whether written or oral, including license agreements, research agreements, development agreements, distribution agreements, consent to use agreements and covenants not to sue, or settlement agreements containing like provisions) to which Seller is a party or otherwise bound, pursuant to which Seller has granted or been granted any right to use, exploit or practice any Intellectual Property, or that restrict

“Seller Intellectual Property” means any Intellectual Property owned or used by Seller that is necessary for the operation of, or principally used in connection with, Seller’s Business (including, without limitation, any rights that Seller now has or in the future may have) (i) by virtue of the Licensed Intellectual Property and (ii) in the names “dotphoto.com”, “dotphoto”, “dotphotopro.com”, “dotphotopro”, “photoshopshowcase”, “photoshopshowcase.com”, and any variations of any of the foregoing), including those items specifically listed on Schedule 2.1, and except for items included in the Retained Assets and specifically listed on Schedule 2.2.

“Seller Registered Intellectual Property” means any Registered Intellectual Property included in the Seller Intellectual Property.

“Seller’s Knowledge” shall mean (a) the knowledge of any officer of Seller and (b) any information evidenced in a written record of Seller or a written notice received by Seller.

“Specified Contracts” shall mean the Contracts of Seller that Buyer is assuming hereunder and which are listed on Schedule 4.4.

“Seller Group” shall mean Seller and its respective officers, directors, employees, and Affiliates.

“Tax Return” means any return, report, information return or other document (including any related or supporting information), in each case as amended, filed or required to be filed with any federal, state, local or foreign taxing authority in connection with the determination, assessment, collection, administration or imposition of any Taxes,

“Taxes” shall mean all federal, state, local and foreign income, property and sales taxes and tariffs and all charges, fees, levies or other assessments whether federal, state, local or foreign based upon or measured by income, revenue, capital, net worth or gain and any other tax including but not limited to all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, withholding, payroll, employment, social security, unemployment, FICA, FUTA, welfare, sales, use, occupancy, business, real estate, capital stock, excise, occupation, property or other taxes, customs, duties, fees, assessments or charges of any kind whatsoever including all interest and penalties thereon, and additions to tax or additional amounts imposed or charged by any Governmental Authority,

“TLD Registry” shall mean one of several domain name system (DNS) top level domain registry organizations that maintain the global domains and country code domains,