

05/24/2013



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TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Assignment Recordation Received
MAR - 1 2013
5th Floor
Public Records Division

WRD-3-01-13

1. Name of conveying party(ies):

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Iowa
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 05-12-2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Groopie, LLC

Street Address: 1525 Market Street; Suite 200

City: Denver

State: COLO

Country: USA Zip: 80202

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship CO

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) 3484301, 3484294, 3547635

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GROOPLE, GROOPLE, GROOPVINE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Greg Kincade

Internal Address: Suite 200

Street Address: 1525 Market Street

City: Denver

State: COLO Zip: 80202

Phone Number: 866-492-0420

Docket Number: _____

Email Address: gregkincade@msn.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 75.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

03/06/2013 HTON11 00000129 3484301

Deposit Account Number _____ 49.00 UP
 25.00 UP

Authorized User Name _____

9. Signature: Gregory Kincade

Signature _____

Name of Person Signing Gregory Kincade

Refund Ref: 03/06/2013 HTON11 0000178045

Date _____

CHECK Refund Total: \$ 10.00

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May 12, 2011 (the "Effective Date"), is made by and between SGM, Inc., an Iowa corporation dissolved December 8, 2010 ("Seller"), and Groople, LLC, a Colorado limited liability company ("Buyer").

BACKGROUND INFORMATION

A. Seller owns all of the remaining assets (as more particularly described below, the "Groople Assets") of the company that formerly operated a group travel booking site under the name "Groople" (the "Business"). All of the Groople Assets are security for a loan extended to by Square One Bank (the "Bank"), of which \$413,623.97 in principal, accrued and unpaid interest and other bank expenses is required to fully retire such loan as of the Effective Date.

B. Subject to the Bank's consent and approval, Buyer desires to purchase the Groople Assets from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Groople Assets, all in the manner and subject to the terms and conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I. PURCHASE AND SALE OF THE GROOPLE ASSETS.

Section 1.1. Transfer of Groople Assets. On the terms and subject to the conditions of this Agreement, on the Effective Date, Seller hereby sells, conveys, assigns, delivers and transfers to Buyer, and Buyer hereby purchases from Seller, the assets, tangible and intangible, wherever located, used or formerly used in the conduct of the Business and owned, leased, licensed by, or otherwise in the possession of, Seller (the "Groople Assets"). The Groople Assets include to the extent in existence, without limitation, the following:

(a) All computer software programs, operating systems, financial and accounting systems, data bases, source code, and tools, including, without limitation, all of the foregoing related to the Groople Agent Tool, Report Manager Dashboard, Great Plains, and Net;

(b) All accounts receivable outstanding as of the Effective Date;

(c) All other intellectual property, including, without limitation, trademarks, service marks, trade names, trade dress and other source indicators, copyrights, patents, trade secrets, URLs (including, without limitation, www.groople.com) and all related registrations, files, permits, consents, approvals and other rights related thereto and all rights to bring any action at law or in equity for the infringement of the foregoing occurring prior to the Effective Date; including the right to receive all proceeds and damages therefrom; and

(d) The goodwill and going concern value associated with the Groople Assets and the Business.

Section 1.2. Excluded Assets. The following assets are excluded from the sale by Seller to Buyer: cash on hand or on deposit; Seller's corporate records, and any other assets mutually agreed upon by the parties hereto.

Section 1.3. Limited Assumption of Liabilities. Buyer shall assume no liabilities or obligations related to the Business, the Groople Assets or otherwise in connection with the purchase of the Groople Assets as contemplated by this Agreement except for liabilities and obligations arising after the Effective Date relating to or arising out of the Groople Assets incurred by Buyer's use of the Groople Assets (the "Assumed Liabilities").

Section 1.4. Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether known or unknown, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller.

ARTICLE 2. CONSIDERATION

Section 2.1. Consideration. The aggregate consideration for the sale and transfer of the Groople Assets is Four Hundred Thirteen Thousand Six Hundred Twenty Three Dollars and Ninety Seven Cents (\$413,623.97) in cash (the "Purchase Price"), which price shall be payable and deliverable in accordance with Section 3.3, and the assumption by Buyer of the Assumed Liabilities.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1. Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place at such place and at such time as agreed to by the parties on the Effective Date.

Section 3.2. Seller's Deliveries. At the Closing:

(a) The sale, transfer, assignment and delivery by Seller of the Groople Assets to Buyer, as herein provided, shall be effected on the Effective Date by bills of sale, endorsements, assignments and other instruments of transfer and conveyance (including, without limitation, assignments of all intellectual property assets and separate assignments of all registered trademarks, trade names, service marks and copyrights) executed by Seller and shall otherwise be consistent with the terms of this Agreement and reasonably satisfactory in form and substance to Buyer;

(b) Seller shall deliver a written consent from the Bank to the sale of the Groople Assets and the other transactions contemplated by this Agreement, including a release of the security interest thereon, in form and substance satisfactory to Buyer in its sole discretion; and

(c) Seller shall deliver such other documents and instruments as Buyer shall reasonably request in order to effectuate the transfer of the Groopie Assets in accordance with the terms of this Agreement.

Section 3.3. Buyer's Deliveries. At the Closing:

(a) Buyer shall pay to Seller the Purchase Price by wire transfer or check representing immediately available funds to an account specified in writing by Seller and

(b) Buyer shall execute and deliver to Seller an instrument of assumption of the Assumed Liabilities.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Seller was an Iowa corporation, but was dissolved December 8, 2010. Seller has all requisite corporate power and authority to own its properties and assets, including without limitation the Groopie Assets, and to consummate the transactions contemplated hereby.

(b) Authorization and Validity. Seller has all requisite corporate or limited liability company, as applicable, and other requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and its performance of its obligations hereunder have been duly authorized by all necessary corporate or limited liability company, as applicable, action by the board of directors or managers, as applicable, and stockholders or members, as applicable, of Seller, and no other corporate or limited liability action on the part of Seller is necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Seller and constitutes, and upon Seller's execution of the other documents and instruments contemplated by Section 3.2 will constitute, Seller's legal, valid and binding obligations, enforceable against it in accordance with their respective terms.

(c) No Litigation. As of the date of this Agreement, there are no claims, actions, suits, proceedings or investigations pending or threatened in writing, before any federal or state court brought by or against Seller relating to the Groopie Assets or the Business.

(d) Title and Ownership. Seller has good, valid and marketable title to the Groopie Assets free and clear of all liens and encumbrances of any kind or nature, except for a security interest in the Groopie Assets held by the Bank, which shall be released upon the sale and transfer of the Groopie Assets as contemplated by this Agreement. Except for such security interest, Seller has the absolute and unrestricted right, power, and authority to sell and transfer the Groopie Assets to Buyer free and clear of all liens and encumbrances of any kind or nature.

(e) Noncontravention. Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated hereby, does, directly or indirectly (with or without notice or lapse of time): (i) breach (A) any provision of

any of the governing documents of Seller or (B) any resolution adopted by the board of directors or managers or the shareholders or members of Seller, as the case may be; (ii) breach or give any governmental body or other person the right to challenge this Agreement any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any legal requirement or any legal order to which Seller or any of the Groopie Assets may be subject; (iii) contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any governmental body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any governmental authorization that relates to the Groopie Assets or to the Business; (iv) breach any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate, or modify, any contract or other agreement related to the Groopie Assets or the Business; or (v) result in the imposition or creation of any lien or other encumbrance upon or with respect to any of the Groopie Assets.

(f) Consents. Except for the written consent from the Bank contemplated by Section 3.2(b), Seller is not required to give any notice to or obtain any consent from any person or governmental authority in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

Section 4.2. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, and has all requisite limited liability company power and authority to own its properties and assets.

(b) Authorization and Validity of Agreement. Buyer has all requisite limited liability power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly authorized by all necessary limited liability company action by the manager and members of Buyer, and no other limited liability company action on the part of Buyer is necessary to authorize such execution, delivery and performance. This Agreement has been or will be duly executed by Buyer and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) No Conflict or Violation. The execution, delivery and performance by Buyer of this Agreement does not and will not violate or conflict with any provision of the articles of organization of Buyer and does not and will not violate any provision of law, or any order applicable to Buyer, nor will it result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

(d) Consents and Approvals. The execution, delivery and performance of this Agreement by Buyer do not and will not require the consent or approval of, or filing with, any governmental entity or any other person.

ARTICLE 5: COVENANTS AND OTHER AGREEMENTS.

Section 5.1. Covenants of Seller. Seller covenants as follows:

(a) Further Assurances. At the request of Buyer, at any time after the Closing, Seller shall execute and deliver such documents as Buyer or its counsel may reasonably request to effectuate the purposes of this Agreement.

(b) Commercially Reasonable Efforts. Seller shall use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable law, to consummate and make effective in an expeditious manner the transactions contemplated hereby.

Section 5.2. Covenants of Buyer. Buyer covenants to use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated hereby.

ARTICLE 6: MISCELLANEOUS.

Section 6.1. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

Section 6.2. Governing Law, Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Colorado (without giving effect to the principles of conflicts of laws thereof). The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of any state or federal court having competent jurisdiction located in Black Hawk County, Iowa.

Section 6.3. Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any taxes, legal and accounting fees and broker or finder's fees.

Section 6.4. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 6.5. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served or delivered personally to the party to whom notice is to be given; (ii) on the first business day after transmission, if sent via facsimile transmission to the facsimile number given below; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

SGM, Inc.
1203 W. Ridgeway Ave.
Waterloo, IA 50701
Attention: David LeCompte
Telephone: (888) 625-0209
E-mail: david@shortstravel.com

Copy to:

Beecher, Field, Walker, Morris,
Hoffman & Johnson, P.C.
620 Lafayette Street, Ste. 300
P.O. Box 178
Waterloo, IA 50704
Attention: Eric W. Johnson
Telephone: (319) 234-1766
E-mail: ewj@beecherlaw.com

If to Buyer:

Groopie, LLC
1525 Market Street
Suite 200
Denver, CO 80202
Attention: Daniel Frydenlund
Telephone:
E-mail:

Copy to:

Segal Law Group, LLC
1900 Wazee Street
Suite 300
Denver, CO 80202
Attention: Steven E. Segal
Telephone: 303-952-8821

E-mail: steve@segalfirm.com
Facsimile: 303.558.4189

Any party may change its address for the purpose of this Section 6.5 by giving the other party written notice of its new address in the manner set forth above.

Section 6.6. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 6.7. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All exhibits and schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 6.8. Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 6.9. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals.

[Signatures are on the following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

GROOGLE, LLC:

By: *David L. Fayderland*
Name: *David L. Fayderland*
Title: *Chairman / CEO*

SOM, Inc.

By: _____
Name: *David LeCompte*
Title: *President/CEO*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

GROOPLE, LLC

By: _____
Name:
Title:

SGM, Inc.

By: 
Name: David LeCompte
Title: President/CEO