

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
Slickdeals Inc.		11/02/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Slickdeals, LLC		
Street Address:	6255 W. SUNSET BOULEVARD, SUITE 1110		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3416831	SLICKDEALS	
CORRESPONDENCE DATA			
Fax Number:	6508332373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.833.2373		
Email:	tmfilings@dlapiper.com, dash.mclean@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303-2215		
ATTORNEY DOCKET NUMBER:	381182-106 PAM		
NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Signature:	/Paul A. McLean/		
Date:	08/13/2013		

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Total Attachments: 16

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CONTRIBUTION AND ASSUMPTION AGREEMENT

BY AND AMONG

SLICKDEALS INC.,

SLICKDEALS HOLDINGS, LLC

AND

SLICKDEALS, LLC

NOVEMBER 19, 2012

CONTRIBUTION AND ASSUMPTION AGREEMENT

This **CONTRIBUTION AND ASSUMPTION AGREEMENT** (this "**Agreement**") is made as of November 19, 2012 (the "**Effective Date**") by and among Slickdeals Inc., a Nevada corporation ("**Seller**"), Slickdeals Holdings, LLC, a Delaware limited liability company ("**Holdings**"), and Slickdeals, LLC, a Delaware limited liability company ("**OpCo**"). Capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller, SD Acquisition Inc., [REDACTED] have entered into that certain Membership Interest Purchase Agreement, dated as of November 2, 2012 (the "**Purchase Agreement**");

WHEREAS, Holdings has been formed, organized and capitalized under the laws of the State of Delaware pursuant to that certain Limited Liability Company Agreement of even date herewith by Seller, its sole member (the "**Holdings LLC Agreement**");

WHEREAS, OpCo has been formed, organized and capitalized under the laws of the State of Delaware pursuant to that certain Limited Liability Company Agreement of even date herewith by Holdings, its sole member (the "**OpCo LLC Agreement**");

WHEREAS, Seller desires to contribute to Holdings, and Holdings desires to accept from Seller, the Contributed Assets (as defined below) and, in connection therewith, Holdings shall assume the Assumed Liabilities (as defined below), (the "**First Contribution and Assumption**"), in exchange for which Holdings shall issue to Seller the Subject Interests (as defined in the Purchase Agreement); and

WHEREAS, immediately following the First Contribution and Assumption, Holdings desires to contribute to OpCo, and OpCo desires to accept from Holdings, the Contributed Assets and, in connection therewith, OpCo shall assume the Assumed Liabilities (as defined below) (the "**Second Contribution and Assumption**").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Seller, Holdings and OpCo agrees as follows:

- 1. First Contribution and Assumption.** Subject to Sections 3 and 4:
 - (a) Seller hereby contributes, assigns, transfers, conveys, grants and sets over to Holdings, and Holdings hereby acquires, free and clear of any Liens and Encumbrances (as defined herein), other than those Liens and Encumbrances that are included in the Assumed Liabilities (as defined herein), all of Seller's right, title and interest in and to all of Seller's assets, other than (i) the Common

Interests and (ii) the assets set forth on Schedule A hereto (collectively referred to herein as the "*Contributed Assets*");

- (b) Holdings hereby agrees to assume, pay for, perform or otherwise discharge when due, at its sole expense, and without liability, cost, loss or expense of Seller, all liabilities and obligations of Seller, other than the liabilities set forth on Schedule B hereto (collectively referred to herein as the "*Assumed Liabilities*"); and
- (c) Holdings hereby issues to the Seller the Subject Interests.

2. *Second Contribution and Assumption.* Subject to Sections 3 and 4, immediately following the First Contribution and Assumption:

- (a) Holdings hereby contributes, assigns, transfers, conveys, grants and sets over to OpCo, and OpCo hereby acquires, free and clear of any Liens and Encumbrances (as defined herein), other than those Liens and Encumbrances that are included in the Assumed Liabilities, all of Holdings' right, title and interest in and to the Contributed Assets; and
- (b) OpCo hereby agrees to assume, pay for, perform or otherwise discharge when due, at its sole expense, and without liability, cost, loss or expense of Holdings, the Assumed Liabilities.

3. *Practical Benefits.* Notwithstanding any provision of this Agreement to the contrary, each of Seller, Holdings and OpCo acknowledges that it may not be feasible or possible to complete on the date hereof or promptly thereafter the assignment and assumption, or novation, of certain contracts or other agreements to which Seller is a party (collectively the "*Transition Contracts*"). Each of Seller, Holdings and OpCo therefore acknowledges and agrees that, to the greatest extent possible without breaching the Transition Contracts or violating applicable Law, OpCo shall receive the benefits of, and bear the obligations and burdens under, each of the Transition Contracts. Each of Seller, Holdings and OpCo shall use all commercially reasonable efforts to complete, as promptly as practicable, the valid assignment and assumption, or novation, of each of the Transition Contracts as contemplated hereby, in each case in compliance with applicable Law.

4. *Further Assurances.* Seller, Holdings and OpCo shall execute such additional documents, complete such other formalities, and extend such other cooperation as may be reasonably requested or required to perfect OpCo's interest in the Contributed Assets and to permit OpCo to be duly recorded as the registered owner and proprietor of the rights hereby conveyed, including, without limitation, any appropriate assignments and other instruments required to be filed in the applicable U.S. or foreign trademark, copyright or patent offices or other appropriate offices. In the event OpCo is unable, after reasonable effort, to secure Seller's or Holdings' signature, as applicable, on any letters patent, copyright or other analogous protection relating to the Contributed Assets assigned hereunder, for any reason whatsoever, each of Seller and Holdings, as applicable, hereby irrevocably designates and appoints OpCo and each of its duly authorized officers and agents as Seller's or Holdings', as applicable, agent and

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:



SLICKDEALS INC.

By: 
Name: Thanh Trac
Title: President

HOLDINGS:

SLICKDEALS HOLDINGS, LLC

By: Slickdeals Inc., its Sole Member



By: 
Name: 
Title: President

OPCO:

SLICKDEALS, LLC

By: Slickdeals Holdings, LLC, its Managing Member

By: Slickdeals Inc., its Sole Member

By: 
Name: 
Title: President

[Contribution Agreement]

Schedule A

Excluded Assets

Seller's bank account [REDACTED], which account shall not include any Closing Cash

Cash funded at the Closing by Purchaser and their respective Affiliates on the Closing Date (the "Funded Cash")

Unit Purchase Agreement, dated as of November 19, 2012, between Seller and [REDACTED], including the Purchase Price (as defined therein)

Unit Purchase Agreement, dated as of November 19, 2012, between Seller and [REDACTED], including the Purchase Price (as defined therein)

Promissory Note, dated August 19, 2012, between Seller and [REDACTED]

The Purchase Agreement and the Related Documents, including without limitation any rights or obligations Seller may have thereunder

EXECUTION VERSION

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

SD ACQUISITION INC., AS PURCHASER,

SLICKDEALS, INC., AS THE SELLER,

VAN TRAC, BRYANT QUAN AND VITALY PECHARSKY

November 2, 2012

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is made as of November 2, 2012 (this "Agreement"), by and among SD Acquisition Inc., a Delaware corporation ("Purchaser"), Slickdeals, Inc., a Nevada corporation (the "Seller"), [REDACTED] ("Covered Individuals"). Purchaser, the Seller and the Covered Individuals are referred to collectively herein as the "Parties" and each individually as a "Party".

WITNESSETH:

WHEREAS, on the Closing Date the Seller shall form Slickdeals Holdings, LLC, a Delaware limited liability company ("HoldCo"), of which it shall own [REDACTED] Units (the "Common Interests"), the only then outstanding equity interest in HoldCo;

WHEREAS, on the Closing Date the Seller shall contribute all of the Assets and Liabilities of the Seller (excluding the Common Interests) to HoldCo (such Assets and Liabilities, the "Contributed Assets and Liabilities"), and such contribution, the "First Contribution") in exchange for a number of [REDACTED] Units (the [REDACTED]) [REDACTED] and, collectively with the [REDACTED], the "Subject Interests") of HoldCo based on the Aggregate Cash Purchase Price (as adjusted pursuant to Section 1.3 hereof) and to be determined in accordance with the Amended and Restated Operating Agreement, which Common Interests and Subject Interests, together with any [REDACTED] Units (the [REDACTED]) issued at Closing at the discretion of Purchaser, will represent all of the then issued and outstanding limited liability company membership interests (the "Interests") in HoldCo;

WHEREAS, on the Closing Date Holdco shall form Slickdeals, LLC, a Delaware limited liability company, of which it shall own 100% of the issued and outstanding equity interests, and immediately after the First Contribution HoldCo shall contribute all of the Contributed Assets and Liabilities to Slickdeals, LLC (such contribution, the "Second Contribution" and, together with the First Contribution, the "Contributions");

WHEREAS, on the terms and subject to the conditions of this Agreement, the Seller desires to sell to Purchaser, and Purchaser desires to purchase from the Seller, the Subject Interests; and

WHEREAS, the Covered Individuals are, through their prior and ongoing involvement with the business and operations of the Company and the Seller, receiving significant personal benefits in connection with the transactions contemplated by this Agreement and the other Related Documents.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. SALE OF INTERESTS

1.1 Sale of Interests. Subject to the terms and conditions of this Agreement, at the Closing the Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from the Seller, the Subject Interests.

1.2 Purchase Price.

(a) As used herein, the aggregate cash purchase price (the "Aggregate Cash Purchase Price"), as the same may be adjusted pursuant to Section 1.3, shall be an amount equal to the sum of the following:

(i) [REDACTED] (the "Cash Payment"), provided, that (A) the Cash Payment shall be reduced by the Seller's Construction Cost Portion and (B) to the extent the Minimum Cash Amount exceeds the Closing Cash, the Cash Payment may, at Purchaser's discretion, be reduced by the amount of such excess, less

(ii) the sum of any and all Indebtedness of the Group Companies as of the Reference Time (the "Closing Indebtedness"), plus

(iii) any and all Cash of the Group Companies as of the Reference Time (the "Closing Cash"), less

(iv) any Transaction Expenses that remain unpaid as of the Reference Time (the "Unpaid Transaction Expenses"), plus

(v) the amount (if any) by which the Estimated Net Working Capital exceeds the WC Target, less

(vi) the amount (if any) by which the WC Target exceeds the Estimated Net Working Capital.

(b) Not less than three (3) Business Days prior to the Closing Date, the Seller shall deliver to Purchaser an estimated, unaudited consolidated closing balance sheet of HoldCo (the "Closing Balance Sheet"), together with reasonable supporting documentation therefor, and a statement derived from the Closing Balance Sheet (the "Estimated Closing Date Statement") setting forth the computations of the Aggregate Cash Purchase Price, including (i) the Seller's good faith estimate of each of the amounts identified in Section 1.2(a) as of the Reference Time (and the Seller's calculation of each such amount), and (ii) based on such estimates, a calculation of the Aggregate Cash Purchase Price (the "Estimated Aggregate Cash Purchase Price"), in each case, together with reasonable supporting documentation therefor. The Closing Balance Sheet and the Estimated Closing Date Statement and the determinations and calculations contained therein shall be prepared in good faith and in accordance with this Agreement, including Section 1.4 hereof. In the event Purchaser objects in writing to the calculation of the Estimated Aggregate Cash Purchase Price not less than one (1) Business Day prior to the Closing Date, Purchaser and the Seller shall use their reasonable best efforts to resolve such objections in a mutually acceptable manner prior to the Closing Date.

(c) At Closing, in exchange for the sale of the Subject Interests:

(i) Subject to Sections 1.2(d) and 1.2(e) hereof, Purchaser shall pay to the Seller an amount in cash equal to the Aggregate Cash Purchase Price, by wire transfer of immediately available funds to such account or accounts as shall have been designated in writing by the Seller not fewer than three (3) Business Days prior to the Closing Date; and

(ii)

(d) The aggregate amount payable to the Seller pursuant to Section 1.2(c) hereof shall be reduced by an aggregate amount equal to the Escrow Amount. On the Closing Date, Purchaser shall pay or cause to be paid by wire transfer of immediately available funds the Escrow Amount to the Escrow Agent by wire transfer of immediately available funds to accounts specified in an escrow agreement among Purchaser, the Seller and the Escrow Agent, in a form reasonably acceptable to Purchaser and the Seller (the "Escrow Agreement"), for the purposes of securing the obligations of the Seller under Section 1.3 and the indemnification obligations of the Seller pursuant to Section 9.1 hereof, which Escrow Amount is to be held in escrow in a segregated account, in each case distributed in accordance with the terms of the Escrow Agreement. In connection with such deposit of the Escrow Amount, the Seller will be deemed to have received and deposited with the Escrow Agent the Escrow Amount, without any further act of the Seller required. The Escrow Fund (i) shall be held by the Escrow Agent in accordance with the terms of this Agreement and the terms of the Escrow Agreement; (ii) shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or other judicial process of any creditor of any Person; and (iii) shall be held and disbursed solely for the purposes and in accordance with the terms of this Agreement and the Escrow Agreement.

(e) The aggregate amount payable to the Seller pursuant to Section 1.2(c) hereof shall be reduced by an aggregate amount equal to the Closing Cash but in no event in excess of the Minimum Cash Amount (the "Cash Reduction"). On the one year anniversary of the Closing Date, Purchaser shall cause HoldCo to pay to the Seller by wire transfer of immediately available funds an aggregate amount equal to the Cash Reduction by wire transfer of immediately available funds to the account or accounts designated by the Seller.

1.3 Purchase Price Adjustment.

(a) As soon as practicable, but in no event later than ninety (90) days following the Closing Date, Purchaser shall, at Purchaser's expense, prepare and deliver to the Seller a statement (the "Closing Date Statement") setting forth, as of the Reference Time, Purchaser's calculation of each of (i) Net Working Capital ("Closing Date Net Working Capital") and (ii) the Aggregate Cash Purchase Price (the "Actual Aggregate Cash Purchase Price") (calculated in accordance with Section 1.2(a); provided, that, for purposes of calculating the Actual Aggregate Cash Purchase Price pursuant to this clause (ii), the term "Estimated Net Working Capital" shall be deemed replaced by the term "Closing Date Net Working Capital" in Sections 1.2(a)(v) and 1.2(a)(vi)). The Closing Date Statement and the determinations and

(xvi) any Contract that relates to any material disposition or acquisition of material assets or properties by the Company, or any material merger or business combination with respect to the Company; or

(xvii) any Contract with any officer, director or equityholder of the Company, or any Affiliate of any of the foregoing Persons.

(b) The Company has made available to Purchaser a true and correct copy of each Company Contract. Except as specifically disclosed in the "Contracts Schedule," (i) each Company Contract is in full force and effect and is the legal, valid and binding obligation of the Company and, to the Seller's Knowledge, the other parties thereto, (ii) neither the Company nor, to the Seller's Knowledge, any of the other parties to each Company Contract, is in material breach or violation of or default under such Company Contract, (iii) to the Seller's Knowledge, (A) the Company has performed all of the obligations required to be performed by it under such Company Contract and (B) no event has occurred or circumstances exist which, with the passage of time or the giving of notice or both, would result in a breach or default under the Company Contract, except for any such breach or default that individually or in the aggregate would not be material to the Company.

3.12 Intellectual Property; Proprietary Rights.

(a) The Company owns all right, title and interest in and to, or has a valid and enforceable license to use, all Intellectual Property, which represents all intellectual property rights necessary to the conduct of the business as now conducted and presently contemplated to be conducted. The Company is in material compliance with all contractual obligations relating to such of the Intellectual Property as they use pursuant to license or other agreement. To Seller's Knowledge there are no conflicts with or infringements of any Intellectual Property by any third party. The Company has not received any communication asserting infringement of, offering a license to, or demanding the Company cease using, any intellectual property of a third party. To Seller's Knowledge the conduct of the business of the Company as currently conducted or presently contemplated does not conflict with or infringe any proprietary right of any third party. There is no claim, suit, action or proceeding pending or, to the Seller's Knowledge, threatened against the Company: (i) alleging any such conflict or infringement with any third party's proprietary rights; or (ii) challenging the Company's ownership or use of, or the validity or enforceability of any Intellectual Property; nor is there any legitimate basis for any such claim. Except as set forth in Schedule 3.12(a), the Company has not granted any Person any right or license with respect to the Intellectual Property.

(b) Schedule 3.12(b) sets forth an accurate, complete and current list of registrations/patents or applications pertaining to the Intellectual Property that is material to the Company's businesses ("Listed Intellectual Property") and the owner of record, date of application or issuance and relevant jurisdiction as to each. All Listed Intellectual Property is owned by the Company, and except as set forth in Schedule 3.12(b), is free and clear of security interests, liens, encumbrances or claims of any nature. All Listed Intellectual Property is valid, subsisting, and enforceable and all renewal fees and other maintenance fees that have fallen due on or prior to the effective date of this Agreement have been timely paid. No Listed Intellectual Property is the subject of any proceeding before any governmental, registration or other authority

to any Antitrust Law, the consummation of this Agreement or any of the transactions contemplated hereby; provided, however, notwithstanding anything to the contrary contained in this Agreement, no Party hereto nor any Affiliate thereof shall be required to pay any consideration to, or incur or commit to incur any material liability or other obligation, or guarantee any obligation of any third party, in connection with taking any of the actions set forth above.

5.4 Notification.

(a) From the date hereof until the Closing Date, the Seller shall (and shall cause the Company to) disclose to Purchaser in writing any material variances from the Seller's representations and warranties contained in Article 3 hereof promptly upon discovery thereof.

(b) From the date hereof until the Closing Date, each Covered Individual shall disclose to Purchaser in writing any material variances from such Covered Individual's representations and warranties contained in Article 2 hereof promptly upon discovery thereof.

(c) From the date hereof until the Closing Date, Purchaser shall disclose to the Seller in writing any material variances from Purchaser's representations and warranties contained in Article 4 hereof promptly upon discovery thereof.

5.5 No Solicitation. Following the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Seller shall not (and shall cause HoldCo, Slickdeals, LLC and each of their respective Representatives and Affiliates not to) (a) directly or indirectly (i) sell, offer to sell, transfer or otherwise dispose of, or (ii) solicit or encourage any inquiries or proposals for, or enter into or continue any discussions or negotiations with respect to, the acquisition (including by merger, consolidation or otherwise) by any Person of, any of (x) securities or Assets of the Seller, (y) the Interests or any other securities of HoldCo or the Assets of HoldCo or (z) the Company Interests or any other securities of Slickdeals, LLC or the Assets of Slickdeals, LLC (an "Acquisition Transaction"), or (b) furnish or permit to be furnished any non-public information concerning the Company or its respective businesses to any Person (other than Purchaser or its Affiliates, agents and Representatives), other than information furnished in the Ordinary Course of Business and not in connection with an Acquisition Transaction. The Seller shall, and shall cause each of HoldCo and Slickdeals, LLC, to (i) promptly following the date hereof, cause any non-public information concerning the Company that was delivered in connection with an Acquisition Transaction to be promptly returned to the Company or destroyed (with certification of such destruction) and (ii) promptly notify Purchaser in writing of any inquiry or proposal received by it or its Representatives with respect to any Acquisition Transaction and promptly provide a written summary of the material terms and conditions of any such inquiry or proposal.

5.6 Contributions. On the Closing Date, the Seller shall form HoldCo and shall contribute all of the Contributed Assets and Liabilities to HoldCo in exchange for the Subject Interests of HoldCo, which Subject Interests, together with the Common Interests, will represent all of the then issued and outstanding Interests in HoldCo. On the Closing Date, the

Seller shall cause HoldCo to form Slickdeals, LLC, a Delaware limited liability company, and immediately after the First Contribution, Seller shall cause HoldCo to contribute all of the Contributed Assets and Liabilities to Slickdeals, LLC.

5.7 Bonus Payments.





IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PURCHASER:

SELLER:

SD ACQUISITION INC.

SLICKDEALS, INC.

By: 
Name: 
Title: Vice President

By: _____
Name: _____
Title: _____

COVERED INDIVIDUALS:

By: _____
Name: 

By: _____
Name: 

By: _____
Name: 

[Signature Page to Interest Purchase Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

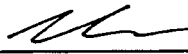

PURCHASER:

SELLER:

SD ACQUISITION INC.:

SLICKDEALS, INC.

By: _____
Name: _____
Title: _____

By:  _____
Name:  _____
Title: *President/owner* _____

COVERED INDIVIDUALS:

By:  _____
Name:  _____

By:  _____
Name:  _____

By:  _____
Name:  _____

[Signature Page to Interest Purchase Agreement]

DISCLOSURE SCHEDULE

This Disclosure Schedule is made and given pursuant to the terms of the Membership Interest Purchase Agreement (the "Agreement") entered into as of November 2, 2012, by and among SD Acquisition Inc., a Delaware corporation, Slickdeals, Inc., a Nevada corporation (the "Seller"), [REDACTED].

This Disclosure Schedule (the "Disclosure Schedule") discloses and states exceptions to the representations and warranties of the Seller as set forth in Section 3 of the Agreement. Unless otherwise defined herein, all capitalized terms used in the Disclosure Schedule shall have the meanings attributed to them in the Agreement. References made in the Disclosure Schedule correspond to the section and paragraph numbers of the representations and warranties to which such disclosures relate. If and to the extent any information required to be furnished in any section of the Disclosure Schedule is contained in the Agreement or in any section of the Disclosure Schedule, such information shall be deemed to be included in all sections of the Disclosure Schedule to the extent the relevance of such disclosure to such other section or sections is reasonably apparent on its face.

Schedule 3.12

Intellectual Property; Proprietary Rights

Schedule 3.12(a)

None.

Schedule 3.12(b)

SLICKDEALS world mark, Reg. No. 3,416,831, issued January 18, 2007

Slickdeals, Inc. owns the following domain names:

Domain/Expiration

