

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
GO2 MEDIA, INC.		02/10/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	xAD, Inc.		
Street Address:	72 Madison Ave, Floor 3		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2364791	GO2	
Registration Number:	3319264	GO2 GOLF	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-693-2171		
Email:	trademarks@cooley.com		
Correspondent Name:	Ariana G. Hiscott		
Address Line 1:	101 California St. Floor 5		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	220407-20000		
NAME OF SUBMITTER:	Ariana G. Hiscott		
Signature:	/Ariana G. Hiscott/		

CH \$65.00 2364791

Date:

08/16/2013

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made as of the 10th day of February, 2011 by and among go2 Media, Inc., a Delaware corporation (the "Seller"), and xAD, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller desires to sell certain of its intellectual property assets and related contract rights that are related to the operation of Seller's local advertising business through its go2.com site and its android and iPhone mobile applications of the go2.com entertainment guide (the "Business") for the consideration set forth below and subject to the terms and conditions of this Agreement; and

WHEREAS, the Buyer desires to purchase such assets related to the Business, subject to the terms and conditions of this Agreement; and

WHEREAS, the Seller desires to sublicense to Buyer, and Buyer desires to sublicense from Seller, after the Closing the rights to use certain intellectual property previously licensed by Seller from Poynt Corporation.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of the Assets.

1.1. Purchase of the Assets.

(a) Subject to and upon the terms and conditions of this Agreement, at the Closing (as defined below):

(i) the Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase, acquire, accept and pay for, all of the Seller's right, title and interest in and to those assets expressly set forth on Schedule I attached hereto (collectively, the "Acquired Assets"); and

(ii) the Buyer shall enter into a Sublicense Agreement with Seller in substantially the form of Exhibit A attached hereto (the "Sublicense Agreement") pursuant to which the Seller will sublicense certain of intellectual property previously licensed by Seller from Poynt Corporation for use by Buyer.

(b) Other than the liabilities expressly set forth on Schedule II attached hereto (collectively, the "Assumed Liabilities"), the Buyer shall not assume, pay, discharge or be responsible for, and the Seller shall remain liable for, any and all obligations, liabilities and commitments, fixed or contingent, known or unknown, of the Seller or the Business. Notwithstanding the foregoing, the Buyer will assume the liabilities and obligations arising after the Closing Date out of or resulting from its use of the Acquired Assets after the Closing Date.

submission to the jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of the other parties hereto.

14. Section Headings

The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

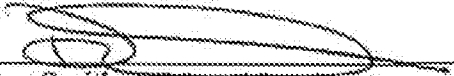
15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

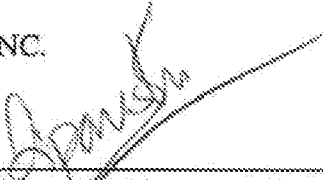
GO2 MEDIA, INC.

By:


Dan Smith, CEO and President

XAD, INC.

By:


Dipanshu Sharma, Chief Executive Officer

SCHEDULE I

ACQUIRED ASSETS

The Acquired Assets consist of the following:

- (a) Domain Names -- All of Seller's rights in and to the go2.com, goto.com and go2.co domain names
- (b) Android Application -- Seller's proprietary software for delivering entertainment content to Android devices via a Java client application
- (c) iPhone Application -- Seller's proprietary software for delivering entertainment content to iPhone devices via a Java client application
- (d) Page Factory Presentation Layer -- Seller's proprietary software for detecting mobile device capabilities and delivering appropriate XHTML mobile web display pages.
- (e) Location Server -- Seller's proprietary software for receiving available location data points of geographic coordinates, location names or zip codes and translating to a complete location description of latitude and longitude coordinates, city and state, market area and additional local meta data.
- (f) Content Management System -- Seller's proprietary software for gathering and publishing content from a distributed network of content producers, which consists of customizations of Alfresco open source content management technology outputting Lucene search index files.
- (g) Brand and Marketing Materials -- Seller's rights in and to the go2 brand and all related logos, designs and similar branding materials reflecting the go2 brand as such exists as of the Closing and to the extent such are in Seller's possession, and all of Seller's goodwill related thereto.
- (h) Assumed Contracts -- Seller's rights under those licenses, contracts and agreements set forth below; provided, however that if any such licenses, contracts or agreements require the consent of a third party to such assignment, such assignment shall not occur unless and until such third party consent is obtained by the Seller; provided further that the Seller shall use reasonable best efforts to obtain such consent promptly following the Closing Date; and provided further that the following list may be supplemented at any time during the Transition Period if mutually agreed to in writing by the Seller and the Buyer (such licenses, contracts or agreements, the "Assumed Contracts"):
 - [Carrier contracts to be listed]

To the extent the foregoing Acquired Assets include any open source technology, which are licensed by Seller pursuant to standard GPL licenses, Buyer's acquisition of the rights to use such open source technologies is subject to the terms of such GPL licenses and Buyer's continued right to use such open source technologies is subject to Buyer's compliance with such GPL licenses.

Notwithstanding the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the Acquired Assets shall not include any assets of the Seller that are not set forth on this Schedule I (the "Excluded Assets"). For avoidance of doubt, the following assets of Seller are part of the Excluded Assets:

- (i) Seller's cash on hand;
- (ii) Seller's accounts receivable outstanding as of the Closing Date and all of Seller's accounts receivable arising out of the provision of any goods or services by Seller on or prior to the Closing Date whether invoiced or not as of the Closing Date ("Excluded A/R");
- (iii) All employee plans and benefits, and any assets thereof, maintained by the Seller;
- (iv) Seller's articles of incorporation and other organizational documents, minutes books and corporate books, financial records and any personnel records;
- (v) All insurance policies of the Seller and all premiums prepaid by Seller;
- (vi) All reports, records and returns related to Seller's taxes and any claims, rights and interest in and to any refunds of taxes;
- (vii) All intellectual property and related assets that are not specifically set forth on Schedule I; and
- (viii) All licenses, contracts and agreements that are not Assumed Contracts.