

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Authentic Response Inc.		07/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Q Interactive, LLC		
Street Address:	1601 NW 136th Ave. Suite A-200		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2469058	POSTMASTERDIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	702-835-8058		
Email:	Brad.norton@bnortonlaw.com		
Correspondent Name:	Bradford Norton, Esq.		
Address Line 1:	325 E. Warm Springs Rd. #200		
Address Line 4:	Las Vegas, NEVADA 89119		
NAME OF SUBMITTER:	Bradford Norton		
Signature:	/Bradford Norton/		
Date:	09/13/2013		
Total Attachments: 23			

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**ASSET PURCHASE AGREEMENT**

by and between

**Q INTERACTIVE, LLC**

and

**AUTHENTIC RESPONSE, INC.**

Dated as of July 2, 2009

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Annexes and Exhibits:

Annex 2.6 — Purchase Price Allocation

- Exhibit A — Assets
- Exhibit B — Form of Bill of Sale and Assignment Agreement
- Exhibit C — Form of Undertaking Agreement
- Exhibit D-1 — Form of Seller Transition Services Agreement
- Exhibit D-2 — Form of [REDACTED] Transition Services and Licensing Agreement
- Exhibit E — Media Contract

**ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of July 2, 2009, by and between Q Interactive, LLC, a Delaware limited liability company ("*Buyer*") and Authentic Response, Inc., a Delaware corporation ("*Seller*").

**RECITALS:**

WHEREAS, Buyer desires to purchase from Seller certain assets used in (and assume certain liabilities of Seller related to) Seller's "PostMasterDirect" ("*PostMasterDirect*") business that [REDACTED]

WHEREAS, Seller desires to sell to Buyer such assets and assign to Buyer such liabilities, and Buyer desires to purchase such assets and assume such liabilities, all on the terms and conditions set forth below (the "*Transaction*").

**TERMS OF AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

*"Intellectual Property Rights"* means all (i) patents, patent applications and patent disclosures together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks, service marks, trade dress, trade names, brands, slogans, logos, Internet domain names, and corporate names, all translations, adaptations, derivations, and combinations of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing (collectively, *"Marks"*), (iii) copyrights and works of authorship (whether or not copyrightable), and moral rights, and all applications, registrations, and renewals in connection therewith, (iv) computer software (including, without limitation, source code and object code, data, databases and documentation thereof), (v) trade secrets and other confidential or proprietary information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes, methods and techniques, research and development information, industry analyses, drawings, specifications, designs, plans, proposals, industrial models, technical data, financial and accounting data, business and marketing plans and customer and supplier lists and related information), (vi) other intellectual property and proprietary rights, (vii) copies and tangible embodiments of any of the foregoing, in whatever form or medium, and (viii) all claims and rights of enforcement with respect to any of the foregoing.

**ARTICLE II.**  
**PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES.**

2.1 Purchase and Sale. Upon and subject to the terms and conditions of this Agreement, at the Closing, Seller shall grant, sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase, acquire and assume from Seller, free and clear of all Liens, all right, title, and interest in and to all of the following assets owned or used primarily in connection with the PMD Business (the "*Assets*"):

(a) all registered Intellectual Property Rights, listed on Exhibit A attached hereto (the "*Registered Intellectual Property Rights*"), and all unregistered Intellectual Property Rights used primarily in the PMD Business, and all goodwill associated with the foregoing, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions;



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2.5 Purchase Price. As consideration for the sale of the Assets, Buyer shall pay a total purchase price of [REDACTED] (the "*Purchase Price*") to Seller in cash, payable by wire transfer or other immediately available funds at Closing.

3.4 Title to Assets. Seller has good and marketable title to all of the Assets, including all of the Assets which constitute Intellectual Property Rights. Except as set forth on Schedule 3.4, none of the Assets are subject to any encumbrance, lien, claim, charge, mortgage, pledge or security interest of any kind or nature (collectively, "*Liens*"). The Contracts constitute all of the publisher, advertising and vendor contracts used in the PMD Business. The Assets which constitute the Registered Intellectual Property Rights comprise all of the registered Intellectual Property used primarily in the PMD Business.

3.5 Intellectual Property. To the Knowledge of Seller, (i) all of the Assets which constitute Registered Intellectual Property Rights are valid, enforceable and subsisting, (ii) each Registered Intellectual Property Right that is a part of the Assets will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing as was owned or available for use by Seller immediately prior to the Closing, and (iii) no loss or expiration of any such Registered Intellectual Property Rights is threatened, pending or reasonably foreseeable, with the exception of the expiration that will occur with regard to such Registered Intellectual Property Rights by operation of law at the end of its term (or in the case of Registered Intellectual Property Rights that are domain names, upon the termination of the applicable contract granting the same). There are no claims against Seller (or any of its Affiliates) that either (a) were made within the past three years or are presently pending or (b) to the Knowledge of Seller, threatened, which, in the case of either (a) or (b), contest the validity, use, ownership or enforceability of any of such Intellectual Property Rights, and, to the Knowledge of Seller, there is no reasonable basis for any such claim. To the Knowledge of Seller, Seller has not infringed, misappropriated or otherwise conflicted with any Intellectual Property Rights or other rights of other Persons relating to the PMD Business, and Seller has not received any notice regarding any of the foregoing.

Buyer has duly authorized the

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*[signature pages on following page]*

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

Approved By <sup>AKH</sup>  
Legal Department <sub>6/24/05</sub>

Q INTERACTIVE, LLC

By:   
Name: Matt Wise  
Title: President

AUTHENTIC RESPONSE, INC.

By: \_\_\_\_\_  
Name: Matthew Blumberg  
Title: Chief Executive Officer

*[Signature Page to Asset Purchase Agreement]*


TRADEMARK  
REEL: 005111 FRAME: 0609

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

Q INTERACTIVE, LLC

By: \_\_\_\_\_  
Name: Matt Wise  
Title: President

AUTHENTIC RESPONSE, INC.

By:  \_\_\_\_\_  
Name: Matthew Blumberg  
Title: Chief Executive Officer

*(Signature Page to Asset Purchase Agreement)*





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**RECORDED: 09/13/2013**

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