

## 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
XAD, Inc.		08/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JERS Holdings, LLC		
Street Address:	269 S. Beverly Drive #1134		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3500320	GO2	
Registration Number:	2364791	GO2	
CORRESPONDENCE DATA			
Fax Number:	2134432892		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	333 South Hope Street, 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	37CM-190669		
NAME OF SUBMITTER:	Susan Hwang		
Signature:	/Susan Hwang/		

Date:

09/18/2013

**Total Attachments: 5**

source=DomainName\_Trademark\_Assignment\_Final#page1.tif

source=DomainName\_Trademark\_Assignment\_Final#page2.tif

source=DomainName\_Trademark\_Assignment\_Final#page3.tif

source=DomainName\_Trademark\_Assignment\_Final#page4.tif

source=DomainName\_Trademark\_Assignment\_Final#page5.tif

## DOMAIN NAME AND TRADEMARK ASSIGNMENT

This DOMAIN NAME AND TRADEMARK ASSIGNMENT (this "*Agreement*"), effective August 26, 2013 (the "*Effective Date*"), is entered into between XAD, INC., a Delaware corporation ("*Seller*"), and JERS HOLDINGS, LLC, a Delaware limited liability company ("*Buyer*").

### RECITAL

Seller wishes to transfer to Buyer, and Buyer wishes to acquire from Seller, all of Seller's right, title and interest in (i) the domain names set forth in EXHIBIT A (the "*Domain Names*") and (ii) the GO2 trademarks described in Exhibit B (the "*Marks*").

### AGREEMENT

The parties agree as follows:

1. Assignment. Seller irrevocably grants, assigns, sells, conveys and transfers exclusively to Buyer all right, title and interest of every kind and nature it has in (a) the Domain Names and all Intellectual Property Rights (as defined herein) associated with the Domain Names; and (b) the Marks and the goodwill associated with and symbolized by the Domain Names (a) and (b) collectively, the "*Transferred Assets*"). "*Intellectual Property Rights*" means all works of authorship, registered copyrights, common law copyrights, registered trademarks, common law trademarks, trade dress, labels, designs, logos, patents, trade secrets, know-how and all other worldwide intellectual property rights and all goodwill associated with any of the foregoing. Seller reserves no rights whatsoever in the Transferred Assets or in the Intellectual Property Rights associated with them.

2. Transfer and Further Cooperation. Seller shall transfer the registration and ownership of the Domain Names in accordance with the procedures of the relevant registrar(s), and shall cooperate fully and in good faith with Buyer to complete such transfer, within ten business days from the Effective Date (or such longer period as the parties may reasonably agree in writing is necessary to complete such transfer). The parties shall cooperate and execute such further documents that are reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including, without limitation, "unlocking" the Domain Name in order to facilitate the assignment and transfer to Buyer, electronically authorizing the assignment and transfer to Buyer as appropriate in response to all applicable registrar communications and recording with United States Patent and Trademark Office, including by electronic filing, the assignment to Buyer of the Marks. In addition, Seller will, at Buyer's request, execute, acknowledge, deliver and/or record such assignments or any other instruments that Buyer may deem necessary to evidence, enforce or defend its rights under this Agreement.

3. Consideration. As full consideration for the successful completion of the transfer and assignment of the Transferred Assets to Buyer, on the date hereof, Buyer shall pay to Seller the sum of REDACTED in cash within two business days of the successful transfer of the Domain Names to Buyer and recording of the assignment of the Marks as provided in Section 2. Seller is solely responsible for all taxes, fees, charges, duties, and governmental assessments that are imposed on Seller in connection with the subject matter of this Agreement.

4. Ownership.

a. Marks. Seller acknowledges that from and after the Effective Date, Buyer is the owner of all right, title and interest in and to the Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. Seller shall not

at any time do, or suffer to be done, any act or thing that may materially adversely affect any rights of Buyer in and to the Marks. Seller further agrees not to challenge the ownership or the validity of the Marks or any application for registration or trademark registration thereof or any common law trademark rights of Buyer therein.

- b. Domain Names. Seller acknowledges that from and after the Effective Date, Buyer is the owner of all right, title and interest in and to the Domain Names in any form or embodiment thereof. Seller shall not at any time do, or suffer to be done, any act or thing that may materially adversely affect any rights of Buyer in and to the Domain Names. Seller further agrees not to challenge the ownership or the validity of the Domain Names or make or file any application for registration or trademark registration of any of the Domain Names (or anything similar to any of the Domain Names) or any common law trademark rights of Buyer therein.

5. No Liability. Buyer shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Seller whatsoever, including, but not limited to, any liabilities or obligations now or hereafter arising from Seller's business activities that took place prior to the effective transfer of the Transferred Assets or any liabilities arising out of or connected to the execution of this Agreement. Seller shall indemnify, defend and hold harmless Buyer, its officers, directors, members, employees, agents, affiliates and its and their successors and assigns against any loss or claim related to the foregoing.

6. Buyer's Representations and Warranties. Buyer represents and warrants that (i) Buyer has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; and (ii) this Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer, in accordance with its terms.

7. Seller's Representations and Warranties. Seller represents and warrants that (i) Seller has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, in accordance with its terms; and (iii) Seller has the exclusive authority to enter into this transaction and transfer, assign, sell and convey the Transferred Assets free of any claims, liens or encumbrances of any third party.

8. Confidentiality. Neither party will disclose to third parties, other than its agents, employees and representatives who have a legitimate need to know, the existence or terms of this Agreement nor the negotiations related thereto, except as may be required by applicable law.

9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any choice of law principles.

10. Entire Agreement. This Agreement and any schedules or exhibits hereto constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein.

11. Waiver, Amendment. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every provision under this Agreement. This Agreement may

only be amended or modified by a written agreement signed by both parties.

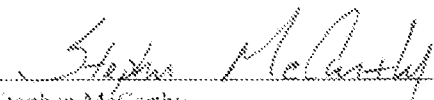
12. Assignment. This Agreement and the rights acquired under the Agreement, including without limitation, rights in and to the Marks and associated goodwill, are fully and freely assignable without notice. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

13. Execution. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile or scanned and received via email shall be as legally binding for all purposes as an original signature.

The parties have executed this **DOMAIN NAME AND TRADEMARK ASSIGNMENT** as of the Effective Date.

**SELLER:**

**XAD, INC.**

By:   
Stephen McCarthy  
Chief Financial Officer

**BUYER:**

**JERS HOLDINGS, LLC**

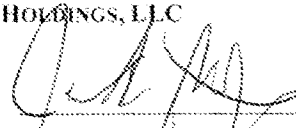
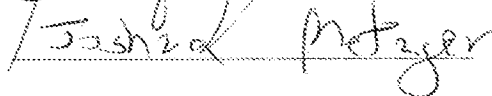
By:   
Name:   
Title: \_\_\_\_\_

EXHIBIT A  
Domain Names

REDACTED

SMRIF4097110538

+

EXHIBIT B  
Marks Description

	<u>Wordmark</u>	<u>USPTO Registration Number</u>	<u>USPTO Serial Number</u>
1.	GO2	3500320	78978969
2.	GO2	2364791	74724352

SMRH-409711053.8

-5-