

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Open Air Publishing Inc. | | 10/14/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Inkling Systems, Inc. | | |
| Street Address: | 153 Kearny St., 4th Floor | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94108 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4394115 | BETTERBOOK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165669711 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2165669700 | | |
| Email: | martin@rankinhill.com | | |
| Correspondent Name: | Rankin, Hill and Clark LLP | | |
| Address Line 1: | 27355 Lorain Road, Suite 200 | | |
| Address Line 4: | North Olmsted, OHIO 44070-2224 | | |
| ATTORNEY DOCKET NUMBER: | INK-37454 | | |
| NAME OF SUBMITTER: | Randolph E. Digges, III | | |
| Signature: | /Randolph E. Digges, III/ | | |
| Date: | 11/01/2013 | | |

OP \$40.00 4394115

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made this 14th day of October, 2013, by Open Air Publishing Inc., a Delaware corporation with its principal place of business in New York, New York ("Seller") in favor of Inklings Systems, Inc., a Delaware corporation with its principal place of business at 153 Kearny St., 4th Floor, San Francisco, CA 94108 ("Buyer").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among Seller and Buyer (the "APA"), Seller has sold, transferred, conveyed, assigned and delivered to Buyer, all of Seller's right, title and interest to the Purchased Assets as such term is defined in the APA; and

WHEREAS, pursuant to its obligations set forth in the APA, Seller wishes to evidence the sale and transfer of certain intellectual property rights included in the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. As used herein, the term "Registered Intellectual Property" shall mean all of the (i) trademarks, service marks, trademark and service mark applications identified on Exhibit A, including the rights to file applications for trademarks or service marks, and all goodwill associated therewith; (ii) copyrights and copyright applications for and in the works identified on Exhibit B, including the rights to file for copyright applications with respect to all works of authorship contained therein; and (iii) domain names identified on Exhibit C, including all rights with the applicable registry entity and all goodwill associated therewith.

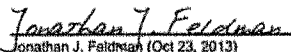
2. Seller does hereby sell, assign and transfer unto Buyer its entire right, title and interest of every kind in and to the Registered Intellectual Property, together with all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing in all countries of the world.

3. Seller hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement, registration, recordation, perfection and disclaimer of all Registered Intellectual Property, without further compensation. Seller further agrees to sign all necessary papers and do all lawful acts reasonably requisite to give full effect to this Assignment.


[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed.

OPEN AIR PUBLISHING INC.

By: 
Jonathan J. Feldman (Oct 23, 2013)
Name: Jonathan Feldman
Title: President

INKLING SYSTEMS, INC.

By: 
Digitally signed by Matthew
MacInnis
DN: cn=Matthew MacInnis,
o=Inkling Systems, Inc., ou,
email=canuck@inkling.com,
c=US
Date: 2013.10.23.09:00:56 -0600
Name: Charles M. MacInnis
Title: CEO

[signature page to Intellectual Property Assignment Agreement]

EXHIBIT A

Trademarks

- Common law trademarks rights in and to the titles of the following works:
 - Master Your DSLR Camera
 - Speakeasy Cocktails
 - Ready, Set, Baby!
 - Wine Simplified
 - Blackjack Domination
 - Clicker Dog Training
 - Kitchen Knife Skills
 - You Can Knit!
- The following trademark registration together with all common law rights in such mark:

| | | |
|---|--|---------------------------------------|
| BETTERBOOK mark – registration no. 4,394,115 | United States Patent and Trademark Office | Registered, effective 8/27/2013 |
|---|--|---------------------------------------|

EXHIBIT B

Copyrights

- Works
 - Master Your DSLR Camera
 - Speakeasy Cocktails
 - Ready, Set, Baby!
 - Wine Simplified
 - Blackjack Domination
 - Clicker Dog Training
 - Kitchen Knife Skills
 - You Can Knit!
 - All content included on www.betterbook.com
 - All content included on www.readysbaby.com
- Copyright registrations:

| | | |
|---|--------------------------------|---------------------------------|
| Speakeasy entire motion picture work copyright registration no. PA 1-797-337 | United States Copyright Office | Registered, effective 8/31/2011 |
| Speakeasy textual and photographic work copyright registration no. TX 7-432-998 | United States Copyright Office | Registered, effective 8/31/2011 |
| Speakeasy Cocktails photographic work copyright registration no. VAu 1-080-053 | United States Copyright Office | Registered, effective 8/31/2011 |

EXHIBIT C

Domain Names

| | | |
|---|---------|-------------------------------------|
| <u>www.betterbook.com</u> domain registration | GoDaddy | Registered, expires 2/28/2015 |
| <u>www.readysetbaby.com</u> domain registration | GoDaddy | Registered, expires 9/24/2015 |