

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
BrandAds, Inc.		10/30/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Boomify Corporation
Street Address:	6005 Shellmound St., Suite 200
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	CORPORATION: ██████████ DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4224581	BOOMIFY

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 5104008200
 Email: stephen.robinson@brandads.com
 Correspondent Name: Stephen Robinson
 Address Line 1: 6005 Shellmound St., Suite 200
 Address Line 4: Emeryville, CALIFORNIA 94608

NAME OF SUBMITTER:	Stephen Robinson
Signature:	/Stephen Robinson/
Date:	10/31/2013

Total Attachments: 4
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ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "*Agreement*") is made effective as of October 30, 2013 (the "*Agreement Date*") by and between BrandAds, Inc., a Delaware corporation ("*BrandAds*") and Boomify Corporation, a Delaware corporation ("*Boomify*").

RECITALS

A. BrandAds is restructuring its business (the "*Restructuring*") to spin out operations related to the Boomify business (the "*Business*") and, in furtherance of such Restructuring, to cause certain assets and liabilities related to the Business (including without limitation certain assets and liabilities of BrandAds) to be assigned and transferred to Boomify so that Boomify may conduct the Business.

C. In furtherance of the Restructuring, BrandAds desires to assign and transfer certain assets and liabilities of BrandAds to Boomify, and Boomify has agreed to accept those assets and assume certain liabilities and obligations of BrandAds relating to such assets, on the terms and subject to the conditions set forth in this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. ASSIGNMENT AND TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Assignment and Transfer of Assets. Effective as of 5:00 p. m. Pacific Daylight Time on the Agreement Date (the "*Effective Time*"), BrandAds hereby assigns and transfers to Boomify, and Boomify hereby accepts from BrandAds, all BrandAds' right, title and interest in and to those assets and properties more fully described in Part 1 of Exhibit A attached hereto (the "*Transferred Assets*").

1.2 Assumption of Liabilities. In consideration of BrandAds' assignment and transfer to Boomify of the Transferred Assets, Boomify hereby agrees with BrandAds to assume from BrandAds and to timely pay, perform and discharge, all those obligations, claims and liabilities of BrandAds described in Part 2 of Exhibit A attached hereto (the "*Assumed Liabilities*").

2. REPRESENTATIONS AND WARRANTIES OF BRANDADS. BrandAds hereby represents and warrants to Boomify as follows:

2.1 BrandAds is a corporation company duly organized, validly existing and in good standing under the laws of Delaware. Immediately prior to the effective time of this Agreement, BrandAds owns all right, title and interest in and to the Transferred Assets.

2.2 BrandAds has full corporate power and authority to enter into this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by BrandAds, and constitutes the valid and binding obligation of BrandAds, enforceable against it in accordance with their terms.

2.3 The execution, delivery and performance by BrandAds of this Agreement does not and will not (i) violate or breach the certificate of incorporation or bylaws of BrandAds, or (ii) violate or conflict with any applicable law.

3. REPRESENTATIONS AND WARRANTIES OF BOOMIFY. Boomify hereby represents and warrants to BrandAds as follows:

3.1 Boomify is a corporation company duly organized, validly existing and in good standing under the laws of Delaware.

3.2 Boomify has full corporate power and authority to enter into this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by Boomify, and constitutes the valid and binding obligation of Boomify, enforceable against it in accordance with their terms.

4. GENERAL

4.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of California without reference to choice of law or conflict of law principles.

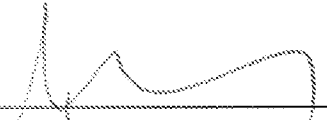
4.3 Post-Transfer Covenant. The parties agree that in case at any time after the Agreement Date, any further action is necessary to carry out the purposes and intent of this Agreement, BrandAds and Boomify agree to do all such things and to execute such further documents as may reasonably be required to give full effect to the purposes and intent of this Agreement and to take such further action, including without limitation, executing and delivering instruments and documents, as either BrandAds or Boomify may reasonably request to carry out the purposes and intent of this Agreement.

4.4 Liabilities and Indemnification. Boomify shall indemnify and hold BrandAds harmless from and against all Assumed Liabilities and any and all costs, losses, liabilities, damages, and expenses which BrandAds may incur as a result of any breach or violation by Boomify of this Agreement, including without limitation Service's obligations under Section 1.2 hereof.

4.5 Headings; Counterpart Signatures. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement. This Agreement may be executed in counterpart signature pages, each of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Asset Transfer Agreement to be executed in duplicate by their duly authorized representatives.

BRANDADS, INC.

By: 
Name: Andrew Brown
Title: CEO

BOOMIFY CORPORATION

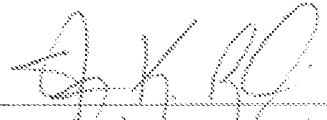
By: 
Name: Stephen K. Robinson
Title: Secretary

EXHIBIT A

PART 1: TRANSFERRED ASSETS

(1) The following web properties (including all materials and code and all associated social media accounts, including, but not limited to, Facebook, Twitter, Google +, Pinterest, etc.):

Boomify.com
Filmtrailers.net
Freemewall.com
Puppyflix.com
Kittyflix.com
Blendedrecipes.com

(2) All assignable contracts related to the monetization of those properties listed in paragraph (1) above.

(3) All physical items associated with properties listed in paragraph (1) above, including, but not limited to, t-shirts, the BlendedRecipes set, beanbag toss games, and other toys and miscellaneous items.

(4) All future accounts receivable invoices for advertising revenue derived from the properties listed in paragraph (1) above.

(5) All intellectual property, including trademarks and copyrights, related to the web properties and business of Boomify and all properties listed in paragraph (1) above.

(6) Two-thousand-five-hundred dollars (\$2,500) in cash.

PART 2: ASSUMED LIABILITIES

(1) All future accounts payable invoices for ad serving, traffic acquisition, marketing and other costs associated with the properties listed in Part 1, paragraph (1) above.

(Capitalized terms used but not defined in this Exhibit shall have the meanings given to them in the Asset Transfer Agreement to which this Exhibit is attached.)