

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
Sales Portal, Inc.		02/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NextGen Leads LLC		
Street Address:	4110 Mission Blvd.		
Internal Address:	Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3889693	THE NEXT GEN OF LEAD GEN	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	smoslick@venable.com		
Correspondent Name:	Andrew D. Price		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	123800-TBA		
NAME OF SUBMITTER:	Andrew D. Price		
Signature:	/ADP/		
Date:	02/24/2014		
Total Attachments: 2 source=THE NEXT GEN OF LEAD GEN Assignment#page1.tif source=THE NEXT GEN OF LEAD GEN Assignment#page2.tif			

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TRADEMARK ASSIGNMENT AND AGREEMENT

WHEREAS, Sales Portal, Inc. (“Assignor”), a Delaware Corporation with an address at 3 Twin Dolphin Drive, Suite 100, Redwood City, CA 94065 owns trademark rights in the mark THE NEXT GEN OF LEAD GEN in connection with “On-line auction services; providing demand creation and lead generation activities and services” (the “Mark”).

WHEREAS, Assignor owns U.S. Trademark Registration No. 3,889,693 for the Mark (the “Registration”), and Assignor’s rights include U.S. common-law rights and goodwill in the Mark resulting from use of the Mark by Assignor and/or Assignor’s predecessors-in-interest, related companies, and/or licensees in the United States (collectively with the Registration referred to as the “Trademark Property”).

WHEREAS, Sales Portal India Private Limited (“Sales Portal Ltd.”), Assignor’s affiliate, parent company or subsidiary, presently uses the mark THE NEXT GEN OF LEAD GEN, outside of the United States and Canada, in connection with the services identified above (the “India Property”).

WHEREAS, NextGen Leads LLC (“Assignee”), a Delaware Limited Liability Company with an address at 4110 Mission Blvd., Suite 200, San Diego, California 92109, desires to acquire all of Assignor’s right, title and interest in the Trademark Property, but not the India Property.

1. Assignment

For good and valuable consideration in the amount of Two Thousand Five Hundred US Dollars (US \$2,500) to be paid by Assignee to Assignor, Assignor does hereby assign, sell and transfer unto Assignee the entire right, title and interest in and to the Trademark Property, and the right to sue and collect damages against third parties for all instances of past and future trademark infringement and unfair competition with respect to the Trademark Property.

2. License

Assignee hereby grants Assignor a perpetual, irrevocable, nonexclusive, royalty-free license to use the Trademark Property anywhere in the world excluding the United States, Canada and their respective territories. Assignor’s use of the Trademark Property shall comply with Assignee’s quality control standards for the Trademark Property as applied consistently by Assignee. Assignee shall have the right to inspect and confirm such compliance from time to time. In the event that Assignor does not comply, then Assignee may suspend Assignor’s use of Trademark Property only until Assignor restores compliance with such quality control standards.

3. Disclaimer of Warranties; Indemnity

TRADEMARK PROPERTY IS PROVIDED “AS IS,” WITHOUT WARRANTIES OF ANY KIND. ASSIGNOR HEREBY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Assignee hereby agrees to hold harmless and indemnify Assignor from and against any and all claims, damages, liabilities, losses and expenses relating to Assignee's use of Trademark Property that first accrues after the Effective Date.

4. General Provisions.

Assignor and Assignee agree that this agreement is the complete and exclusive statement of mutual understanding between Assignor and Assignee and supersedes and cancels all previous and contemporaneous written and oral agreements, communications and other understandings relating to the subject matter hereof. All modifications to this agreement must be in writing and signed by both parties. This agreement is assignable by Assignor to a successor to all or substantially all of its assets or business. This agreement is governed by and will be construed in accordance with the laws of the State of California and the United States without regard to the conflicts of laws provisions thereof. Assignor shall have the right to pursue injunctive or other equitable relief at any time from any court of competent jurisdiction.

Dated this 17th day of February, 2014 (the "Effective Date").

SALES PORTAL, INC.

By: 

Name: Lee Lucca / CFAO

NEXTGEN LEADS LLC

By: 

Name: Joey Rocco / Member