

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/15/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare.com, Inc.		09/15/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Vantage Media, LLC
Street Address:	2381 Rosecrans Ave.
Internal Address:	Suite 400
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85054654	BROKERSWEB
Serial Number:	77625614	HEALTHCARE.COM HEALTHCARE MADE SIMPLE
Serial Number:	77625566	HEALTHCARE.COM HEALTHCARE MADE SIMPLE
Serial Number:	77108071	HEALTHCARE.COM HEALTH CARE, YOUR WAY.
Serial Number:	77625659	HEALTHCARE.COM
Serial Number:	77625653	HEALTHCARE.COM
Serial Number:	77245092	SEARCH FOR YOUR HEALTH

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: 3102196186
Email: klyon@vantagemedia.com
Correspondent Name: Kevin Lyon
Address Line 1: 2381 Rosecrans Ave.
Address Line 2: Suite 400
Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER: Kevin Lyon

TRADEMARK

SIGNATURE:	/Kevin Lyon/
DATE SIGNED:	04/17/2014
Total Attachments: 38 source=BW Name Change Certificate - FL#page1.tif source=BW FL Cert. of Merger - 9.20.11#page1.tif source=BW FL Cert. of Merger - 9.20.11#page2.tif source=BW FL Cert. of Merger - 9.20.11#page3.tif source=BW FL Cert. of Merger - 9.20.11#page4.tif source=BW FL Cert. of Merger - 9.20.11#page5.tif source=BW FL Cert. of Merger - 9.20.11#page6.tif source=BW FL Cert. of Merger - 9.20.11#page7.tif source=BW FL Cert. of Merger - 9.20.11#page8.tif source=BW FL Cert. of Merger - 9.20.11#page9.tif source=BW FL Cert. of Merger - 9.20.11#page10.tif source=BrokersWeb Merger Agreement (IP Sections)#page1.tif source=BrokersWeb Merger Agreement (IP Sections)#page2.tif source=BrokersWeb Merger Agreement (IP Sections)#page3.tif source=BrokersWeb Merger Agreement (IP Sections)#page4.tif source=BrokersWeb Merger Agreement (IP Sections)#page5.tif source=BrokersWeb Merger Agreement (IP Sections)#page6.tif source=BrokersWeb Merger Agreement (IP Sections)#page7.tif source=BrokersWeb Merger Agreement (IP Sections)#page8.tif source=BrokersWeb Merger Agreement (IP Sections)#page9.tif source=BrokersWeb Merger Agreement (IP Sections)#page10.tif source=BrokersWeb Merger Agreement (IP Sections)#page11.tif source=BrokersWeb Merger Agreement (IP Sections)#page12.tif source=BrokersWeb Merger Agreement (IP Sections)#page13.tif source=BrokersWeb Merger Agreement (IP Sections)#page14.tif source=BrokersWeb Merger Agreement (IP Sections)#page15.tif source=BrokersWeb Merger Agreement (IP Sections)#page16.tif source=BrokersWeb Merger Agreement (IP Sections)#page17.tif source=BrokersWeb Merger Agreement (IP Sections)#page18.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page1.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page2.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page3.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page4.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page5.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page6.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page7.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page8.tif source=BrokersWeb Disclosure Schedule (IP Sections)#page9.tif	



February 11, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BROKERSWEB, INC.
3301 NE 1ST AVE, UNIT PH4
MIAMI, FL 33137

Re: Document Number P07000041685

The Articles of Amendment to the Articles of Incorporation for HEALTHCARE.COM, INC. which changed its name to BROKERSWEB, INC., a Florida corporation, were filed on February 11, 2011.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H11000036856.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Sylvia Gilbert
Regulatory Specialist II
Division of Corporations

Letter Number: 911A00003685

P.O BOX 6327 - Tallahassee, Florida 32314



September 20, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BROKERSWEB, INC.
3301 NE 1ST AVE, UNIT PH4
MIAMI, FL 33137

Re: Document Number P07000041685

The Articles of Merger were filed September 15, 2011, for BROKERSWEB, INC., the surviving Florida entity.

This document was electronically received and filed under FAX audit number H11000226811.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6906, the Amendment Section.

Darlene Connell
Regulatory Specialist II
Division of Corporations

Letter Number: 111A00021789

P.O BOX 6327 - Tallahassee, Florida 32314

TRADEMARK
REEL: 005262 FRAME: 0825

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST

The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
BrokersWeb, Inc.	Florida	P07000041685

SECOND

The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
VM Merger Sub, Inc.	Florida	P11000063307

THIRD

The Plan of Merger is attached.

FOURTH

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH

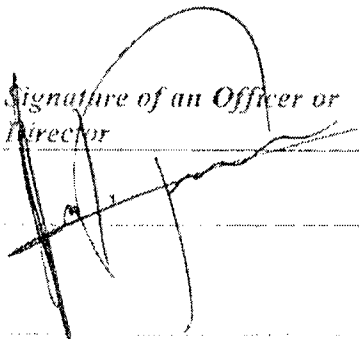
Adoption of Merger by surviving corporation: The Plan of Merger and that certain Agreement and Plan of Merger dated as of August 25, 2011 by and among BrokersWeb, Inc., VM Merger Sub, Inc. and the other parties thereto (the "Merger Agreement") were adopted by the shareholders of the surviving corporation on August 26, 2011.

SIXTH

Adoption of Merger by merging corporation: The Plan of Merger and the Merger Agreement were adopted by the shareholders of the merging corporation on August 26, 2011.

SEVENTH

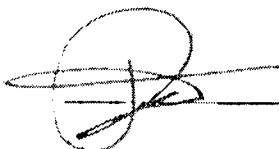
Signatures for each corporation:

<i>Name of Corporation</i>	<i>Signature of an Officer or Director</i>	<i>Typed or Printed Name of Individual & Title</i>
BrokersWeb, Inc.		Matias de Tezanos, Chief Executive Officer
VM Merger Sub, Inc.		Patrick Quigley, President

* * * * *

SEVENTH

Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
BrokersWeb, Inc.	<hr/>	Matias de Tezanos, Chief Executive Officer
VM Merger Sub, Inc.	 <hr/>	Patrick Quigley, President

* * * * *

Exhibit 2.5

Executive Officers of Surviving Corporation

Matías de Tezanos – Chief Executive Officer

Jose Vargas – President

Howard Yeh – Chief Operating Officer

Patrick Quigley – Executive Chairman

Office of Surviving Corporation

BrokersWeb, Inc.

3301 NE 1st Ave., Suite PH4

Miami FL 33137 USA

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

FIRST

The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
BrokersWeb, Inc.	Florida

SECOND

The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
VM Merger Sub, Inc.	Florida

THIRD

The terms and conditions of the merger are as follows, subject to the terms and conditions set forth in that certain Agreement and Plan of Merger dated as of August 25, 2011 by and among BrokersWeb, Inc., VM Merger Sub, Inc. and the other parties thereto (the "Merger Agreement"). The Merger Agreement was adopted by the shareholders of the surviving corporation and of the merging corporation and is on file at the offices of the surviving corporation. A copy of the Merger Agreement was provided to each shareholder of the merging corporation and of the surviving corporation. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Merger Agreement.

1. Upon the filing of the Articles of Merger with the Florida Department of State (the date and time of such filing being the "Effective Time"), VM Merger Sub, Inc. shall be merged with and into BrokersWeb, Inc. (the "Merger"). As a result of the Merger, the separate corporate existence of VM Merger Sub, Inc. shall cease and BrokersWeb, Inc. shall continue as the surviving corporation.
2. The Merger shall have the effects set forth in the applicable provisions of the Florida Business Corporation Act. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of BrokersWeb, Inc. and VM Merger Sub, Inc. shall vest in BrokersWeb, Inc. and all debts, liabilities and duties of BrokersWeb, Inc. and VM Merger Sub, Inc. shall become the debts, liabilities and duties of BrokersWeb, Inc.
3. The Articles of Incorporation of BrokersWeb, Inc. shall be amended and restated at the Effective Time to read in the form attached hereto (the "Amended and Restated Articles"). The bylaws of VM Merger Sub, Inc. as in effect immediately prior to the

Effective Time shall become the bylaws of BrokersWeb, Inc. from and after the Effective Time until thereafter changed or amended as provided therein or by applicable Law.

4. The directors of VM Merger Sub, Inc. immediately prior to the Effective Time shall be the initial directors of BrokersWeb, Inc., each to hold office until the earlier of his or her resignation, removal or death or until his or her successor is duly elected and qualified, as the case may be, in accordance with the Amended and Restated Articles and bylaws of BrokersWeb, Inc. and applicable Law.

FOURTH

The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property, subject to the terms and conditions of the Merger Agreement, are as follows:

1. At the Effective Time, by virtue of the merger, each share of Common Stock (of BrokersWeb, Inc.) issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) automatically shall cease to exist and shall no longer be outstanding and shall be converted into the right to receive: (i) an amount of cash (without interest thereon) equal to the Per Share Closing Consideration; and (ii) a contingent right to receive, when and if a payment of Contingent Sale Consideration is required to be made pursuant to the Merger Agreement, an amount of consideration consisting of the Per Share Contingent Sale Consideration.
2. At the Effective Time, by virtue of the merger, each Vested Stock Option (of BrokersWeb, Inc.) outstanding immediately prior to the Effective Time and not exercised, shall be cancelled, extinguished and terminated and converted into and become a right following the Effective Time to receive: (A) an amount of cash (without interest thereon) equal to (1)(x) the Per Share Closing Consideration minus (y) the exercise price per share of such Vested Stock Option, multiplied by (2) the number of shares of Common Stock into which such Vested Stock Option is exercisable as of immediately prior to the Effective Time (such number of shares, the "Option Shares"); and (B) a contingent right to receive, when and if the Contingent Sale Consideration, if any, is required to be paid pursuant to Section 3.9, an amount of consideration consisting of (x) the Per Share Contingent Sale Consideration (reduced by the excess, if any, of the exercise price per share of such Vested Stock Option over the Per Share Closing Consideration) multiplied by (y) the number of Option Shares.
3. At the Effective Time, each share of common stock, par value \$0.001, of VM Merger Sub, Inc. issued and outstanding as of immediately prior to the Effective Time shall be automatically converted into and become one (1) share of common stock of BrokersWeb, Inc., par value \$0.001, Inc., and shall thereafter constitute all of the issued and outstanding shares of capital stock of BrokersWeb, Inc. Each stock certificate representing shares of

common stock of VM Merger Sub, Inc. shall continue after the Effective Time to represent such shares of common stock of BrokersWeb, Inc.

FIFTH

Amended and Restated Articles are attached.

**Amended and Restated Articles of Incorporation
of
BrokersWeb, Inc.**

Pursuant to the Florida Business Corporation Act, Chapter 607 of the Florida Statutes, as amended, this Florida Profit Corporation adopts the following Amended and Restated Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation (the "Corporation") is:

BrokersWeb, Inc.

**ARTICLE II
PRINCIPAL OFFICE**

The principal street address of the Corporation is:

BrokersWeb, Inc.
3301 NE, 1ST AVE, Unit PH4
Miami, FL 33137

**ARTICLE III
PURPOSE**

The purpose for which the Corporation is organized is any and all lawful business.

**ARTICLE IV
SHARES**

The number of shares the Corporation is authorized to issue is 100.

**ARTICLE V
REGISTERED AGENT**

The name and Florida street address of the registered agent of the Corporation is:

Jose Vargas
3301 NE 1st Ave, Unit Ph4
Miami FL 33137 US

The Amended and Restated Articles of Incorporation were adopted by the board of directors without shareholder action and shareholder action was not required.

Dated: 15th day of September, 2011.


Patrick Gungley, Director

AGREEMENT AND PLAN OF MERGER

by and among

VANTAGE MEDIA LLC (“Parent”),

VM MERGER SUB, INC. (“Merger Sub”),

BROKERSWEB, INC. (the “Company”),

and

**MATIAS DE TEZANOS, AS THE EQUITYHOLDERS’ REPRESENTATIVE
(the “Equityholders’ Representative”)**

dated as of

August 25, 2011

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 25, 2011 (this "Agreement"), is entered into by and among Vantage Media LLC, a California limited liability company ("Parent"), VM Merger Sub, Inc., a Florida corporation and a direct wholly-owned subsidiary of Parent ("Merger Sub"), BrokersWeb, Inc., a Florida corporation (the "Company"), the stockholders of the Company identified on the signature page hereto under the heading "Stockholders" (each individually a "Stockholder" and collectively the "Stockholders"), and Matías de Tezanos, as the Equityholders' Representative. Parent, Merger Sub, the Company, the Stockholders and the Equityholders' Representative are sometimes referred to herein as the "Parties."

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "FBCA"), Parent will acquire the Company through a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger"), which Merger will result in, among other things, the Company becoming a direct wholly-owned subsidiary of Parent;

WHEREAS, the Board of Managers of Parent has unanimously (i) determined it is advisable and in the best interests of Parent and its members for Parent to acquire the Company upon the terms and conditions set forth herein; and (ii) adopted and approved this Agreement and the transactions contemplated hereby and thereby, including the Merger, in accordance with the California Limited Liability Company Act;

WHEREAS, the Board of Directors of Merger Sub has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and in the best interests of Merger Sub and its sole stockholder; (ii) adopted and approved this Agreement; (iii) approved the Merger and the other transactions contemplated under this Agreement; (iv) directed that this Agreement and the transactions contemplated hereby, including the Merger, be submitted to the sole stockholder of Merger Sub for consideration and approval by written consent in accordance with the FBCA; and (v) resolved to recommend and recommended the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the sole stockholder of Merger Sub in accordance with the FBCA;

WHEREAS, the Board of Directors of the Company has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and in the best interests of the Company and the Stockholders; (ii) adopted and approved this Agreement; (iii) approved the Merger and the other transactions contemplated under this Agreement; (iv) directed that this Agreement and the transactions contemplated hereby, including the Merger, be submitted to the Stockholders entitled to vote on such matters for consideration and approval by written consent in accordance with the FBCA; and (v) resolved to recommend and recommended the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Stockholders in accordance with the FBCA; and

WHEREAS, simultaneous with the execution and delivery of this Agreement, Parent, Web Dev. Inc., a British Virgin Islands company (“WebDev”), the shareholders of WebDev, and Julio Gonzalez Arrivillaga (as stockholders’ representative under such agreement) have entered into a Stock Purchase Agreement dated as of August 25, 2011 (the “WebDev Stock Purchase Agreement”) pursuant to which Parent will acquire (directly or through a direct or indirect subsidiary) all of the outstanding capital stock of WebDev (the “WebDev Transactions”);

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS, REFERENCES AND CONSTRUCTION

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in Annex I attached hereto and incorporated herein for all purposes of this Agreement (such definitions to be equally applicable to both the singular and plural forms of the terms defined). All words used in this Agreement should be construed to be of such gender or number as the circumstances require. Unless otherwise specified, all references herein to “Articles,” “Sections” “Exhibits” or “Schedules” are to Articles, Sections, Exhibits or Schedules of this Agreement. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date. The mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant relating to the same subject matter that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party will not apply to any construction or interpretation hereof.

ARTICLE 2

THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the FBCA, at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation. The Company from and after the Effective Time, as the surviving corporation of the Merger, is hereinafter sometimes referred to as the “Surviving Corporation”.

Section 2.2 Closing; Effective Time. Subject to the provisions of this Agreement, the closing of the Merger (the “Closing”) shall take place at the Miami, FL offices of Hogan Lovells US LLP, as soon as practicable, but in no event later than the second (2nd) Business Day after the satisfaction or, if permissible under applicable Law, waiver of the conditions set forth in Article 7 (excluding conditions that, by their terms, cannot be satisfied until the Closing, but the Closing shall be subject to the satisfaction or, if permissible, waiver of those conditions), or at such other place or in such other manner or on such other date as Parent and the Company may mutually agree in writing. The date on which the Closing actually occurs is hereinafter referred to as the “Closing Date.” Concurrently with the Closing, on the Closing Date, the Parties hereto shall cause the Merger to be consummated by filing articles of merger in the form attached as Exhibit 2.2 hereto (the “Articles of Merger”) with the Florida Department of State Division of Corporations, in such form as is required by, and executed and delivered in accordance with, the relevant provisions of the FBCA (the date and time of such filing, or such later time as is specified in the Articles of Merger and as is agreed to by Parent and the Company, being the “Effective Time”) and shall make all other filings or recordings required under the FBCA in connection with the Merger. The Parties agree and acknowledge that the Closing hereunder and the “Closing” (as defined in the WebDev Stock Purchase Agreement) are expected to occur simultaneously.

Section 2.3 Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the FBCA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.4 Charter; Bylaws.

(a) The certificate of incorporation of the Surviving Corporation shall be amended at the Effective Time to read in the form attached hereto as Exhibit 2.4, and, as so amended, such certificate of incorporation shall be the certificate of incorporation of the

the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated by this Agreement.

(m) The Company has not entered into any transactions that are or would be part of any “reportable transaction” under Sections 6011, 6111 or 6112 of the Code (or any similar provision under any state or local Law).

(n) The Company has not participated in or cooperated with an international boycott, within the meaning of Section 999 of the Code, nor has the Company had operations that are or may hereafter become reportable under Section 999 of the Code.

(o) The Company has complied with any and all tax-related requirements that the arm’s-length nature of the terms of any transactions between and among the Company, the Stockholders or Affiliates be documented.

(p) The Company is not a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code and has not been a United States real property holding corporation at any time during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(q) The Company does not have any deferred compensation plan or arrangement that is described in Section 409A(a)(1)(A)(i) of the Code. Each Stock Option and stock appreciation right has been granted with an exercise price no lower than “fair market value” (within the meaning of Section 409A of the Code) as of the grant date of such option or stock appreciation right.

Section 4.18 Environmental Matters. The Company has complied, and is in compliance, with all applicable Environmental Laws. The Company does not have any liability, known or unknown, contingent or absolute, under any Environmental Law, and the Company is not responsible for any such liability of any other person under any Environmental Law, whether by contract, by operation of law or otherwise. There are no pending, or to the Knowledge of the Company, threatened, Environmental Claims.

Section 4.19 Intellectual Property.

(a) The Company owns, or has licensed or otherwise possesses, all necessary rights, including Intellectual Property rights, used in and material to the business or operations of the Company. The term “Intellectual Property” shall mean all patents, provisional and non-provisional patent applications, invention disclosures, trademarks, trade names, service marks, trade dress, copyrights and any applications therefor, domain names, mask works, schematics, technology, know-how, Trade Secrets, Confidential Information, customer lists, technical information, technical data, process technology, plans, drawings and blue prints, inventions, improvements thereto, ideas, algorithms, devices, systems, processes, computer

software programs and applications (source code or object code form), and tangible or intangible proprietary information.

(b) Section 4.19(b) of the Company Disclosure Schedule lists all: (i) patents, provisional and non-provisional patent applications, registered and unregistered trademarks, trade names, and service marks, registered copyrights, including software (other than, with respect to such software, off-the-shelf commercial or shrinkwrap software for which the license fee is less than \$5,000), domain names, and mask works, owned by or licensed to the Company (“Scheduled Company Intellectual Property”), including where applicable the jurisdictions, both domestic and foreign, in which each such item of Intellectual Property has been issued or registered or in which any application for such issuance and registration has been filed; (ii) written licenses, sublicenses and other agreements to which the Company is a party and pursuant to which any Person is authorized to use any Scheduled Company Intellectual Property and any other Intellectual Property owned by the Company (other than, with respect to such Intellectual Property, for any use that is authorized solely for the purpose of conducting work for the Company); (iii) written licenses, sublicenses, and other agreements to which the Company is a party and pursuant to which the Company is authorized to use any Intellectual Property of any third party, including patents, trademarks, and copyrights, and applications therefor, and software (other than, with respect to such software, off-the-shelf commercial or shrinkwrap software for which the license fee is less than \$5,000) (“Third Party Intellectual Property Rights”) which are incorporated in, are, or form a part of, any Product or which are material to the Company’s operations, including any fully-paid, royalty-free, worldwide, irrevocable, perpetual, nonexclusive licenses in and to the Intellectual Property of any Person pursuant to consulting agreements between the Company and such Person (all of which consulting agreements are separately identified on Section 4.19(b)(iii) of the Company Disclosure Schedule as “License Consulting Agreements”); and (iv) all agreements to which the Company is a party that provide for an optional or contingent license, sublicense, or other agreement as described in clauses (ii) or (iii) above in this paragraph. No ownership interests or encumbrances are held by any third parties in the Scheduled Company Intellectual Property (including, but not limited to licenses, Liens, or security interests). All (x) Scheduled Company Intellectual Property and (y) Trade Secrets that are used in and material to the business and Products of the Company (the “Material Company Trade Secrets”), are valid, enforceable, have been duly maintained, are in full force and effect, and have not been cancelled, expired, withdrawn, lapsed, invalidated, or abandoned. The Company is not obligated to pay any royalties and/or fees to any third party under any patent, trademark, copyright, or other Intellectual Property license.

(c) The Company has taken all action necessary in its reasonable discretion to obtain and/or maintain the enforceability and registration of all Scheduled Company Intellectual Property.

(d) The Company has not sent to any third party or otherwise communicated to another Person in the three (3) years preceding the date of this Agreement, any charge, complaint, Claim, demand or notice asserting that such Person has infringed,

misappropriated, or acted in conflict with any of the Scheduled Company Intellectual Property or any other Intellectual Property owned by the Company or that any charge, complaint, Claim, demand, or notice asserting any such other Person has conducted any acts of unfair competition against the Company, nor, to the Knowledge of the Company, is any such infringement, misappropriation, conflict or act of unfair competition occurring or threatened.

(e) The Company has not received and does not have Knowledge of any allegations, assertions, or suggestions of any charge, complaint, Claim, demand or notice that the Company has infringed, misappropriated, or acted in conflict with any Intellectual Property owned by any third party, that the Company has conducted any acts of unfair competition or other legal wrong against any third party or that the Scheduled Company Intellectual Property and the Material Company Trade Secrets are invalid, unenforceable or otherwise defective, inoperable, unregistrable, or unpatentable, except for communications from patent offices received in the normal course of patent prosecution, and the Company has not received any notice of any patents, trademarks, copyrights or other Intellectual Property of any third party, and the Company has not received any offer to take a license for any patents, trademarks, copyrights, or other Intellectual Property of any third party, except for communications from vendors thereof received in the ordinary course of business.

(f) To the Company's Knowledge, there is no unauthorized use, disclosure, infringement or misappropriation of any rights of the Company in the Scheduled Company Intellectual Property and the rights of the Company in any other Intellectual Property, or any Third Party Intellectual Property Rights licensed to the Company, by any third party, including any employee or former employee of the Company, and, except as set forth in Section 4.19(f) of the Company Disclosure Schedule, there are no royalties, fees, or other payments or compensation payable to the Company by any third party by reason of the Company's ownership, use, sale, or disposition of Intellectual Property, excluding licenses or other business arrangements for the use of, or access to, the Scheduled Company Intellectual Property or Material Company Trade Secrets in the ordinary course of business.

(g) The Company is not nor will the Company be, as a result of the execution and delivery of this Agreement, or the performance of its obligations hereunder, in breach of any license, sublicense, or Material Contract involving Intellectual Property, or violate any Third Party Intellectual Property Rights thereby.

(h) The business of the Company as presently conducted in the United States and in any jurisdiction foreign to the United States do not interfere with, conflict with, infringe upon, misappropriate, or otherwise violate any Intellectual Property of any third party, and no action or Claim is pending or, to the Knowledge of the Company, threatened alleging that the operation of such business interferes with, conflicts with, infringes upon, misappropriates, or otherwise violates the Intellectual Property rights of any third party and, to the Knowledge of the Company, there is no basis therefor.

(i) Each current and former officer, employee, and consultant of the Company has executed and provided to the Company an agreement sufficient to ensure that the Company becomes, will become or may elect to become the owner or assignee of any Intellectual Property such current or former officer, employee, or consultant of the Company creates within the scope of his or her employment, or, in the case of a non-employee, from the services such non-employee of the Company, performs for the Company, unless or except to the extent that the Company is entitled to become or elects to become the owner or assignee of such Intellectual Property by operation of Law.

(j) No Equityholder or former stockholder, equityholder, partner, director, officer or employee of the Company (or any predecessor in interest) has or will have, after giving effect to the transactions contemplated by this Agreement, any legal or equitable right, title, or interest in or to, or any right to use, directly or indirectly, in whole or in part, any Scheduled Company Intellectual Property and any other Intellectual Property of the Company.

(k) The Intellectual Property that is used by the Company in the conduct of its business was either: (i) developed by employees of the Company within the scope of their employment; (ii) developed on behalf of the Company by a third party, and all ownership rights therein have been assigned or otherwise transferred to or vested in the Company pursuant to written agreements; or (iii) licensed or acquired from a third party pursuant to a written license, assignment, or other contract that is in full force and effect and under which the Company is not in material breach.

(l) The Company has entered into written confidentiality agreements with all employees and third parties to whom the Company has disclosed material Company-owned confidential Intellectual Property. For the avoidance of doubt, such "written confidentiality agreements" may be in the form of a confidentiality clause in an inventions assignment or similar agreement, in the case of employees, or in a license or other business agreement, in the case of third parties.

(m) The Company has taken reasonable measures to protect the confidentiality of its Trade Secrets, including requiring its former and current officers, employees, consultants, and all other Persons having access thereto to execute written non-disclosure agreements. No Material Company Trade Secret has been authorized to be disclosed or, to the Knowledge of the Company, disclosed to any third party other than pursuant to a written non-disclosure agreement that adequately protects the Company's proprietary interests in and to such Trade Secrets. For the avoidance of doubt, such "written non-disclosure agreements" may be in the form of a confidentiality clause in an inventions assignment or similar agreement, in the case of officers, employees or consultants, or in a license or other business agreement, in the case of third parties. To the Company's Knowledge, no party to any non-disclosure agreement with the Company is in breach or default thereof.

(n) The Company has not received any written work product, including formal or informal opinions or analysis, from any legal counsel regarding the infringement, validity, enforceability, ownership, or licensing of the Intellectual Property of the Company or any third party.

(o) There is no patent, patent application, publication, knowledge, use, sale, or offer for sale of or by the Company or any third party, that prevents or interferes with the enforcement of Company's Intellectual Property or that affects the validity of the issued claims or the patentability of the pending claims of any of the Company's patents or patent applications.

(p) The Company has taken commercially reasonable steps to regularly scan its computer systems and all owned or licensed computer software with up-to-date virus detection software. Neither its computer systems nor any owned or licensed computer software contain any viruses. For the purposes of this Agreement, "viruses" includes any computer code intentionally designed to disrupt, disable, or harm in any manner the operation of any software or hardware. Neither its computer systems nor any owned or licensed computer software contain any worms, bombs, backdoors, disabling device code, or any design or routine which causes software to be erased, rendered inoperable, or otherwise become incapable of being used, either automatically or upon command by any party.

(q) The Company has taken commercially reasonable steps to restrict access to its computer systems to only those parties authorized by the Company and have further taken steps to detect and limit any unauthorized access of its computer systems. The Company has taken commercially reasonable steps to patch, fix, or otherwise update its own computer software and/ or close any security holes that it has discovered in its own computer systems and computer software. The Company has further taken commercially reasonable steps to install all updates, patches, or fixes released by the licensor to maintain up-to-date licensed computer software and to close any security holes found in its licensed computer software. To the extent that the Company is not itself authorized to modify or fix any licensed computer software in which it discovers a security issue, the Company has taken commercially reasonable steps to notify the licensor of such software and obtain updated licensed computer software from the licensor.

(r) The Company does not maintain any proprietary software for use by, or contemplated to be used by, its customers, which is subject to any open source licensing agreement and which thereby requires the Company to disclose the source code of said proprietary software. The use of any open source software by customers (i) is de minimis; (ii) is wholly separable therefrom; or (iii) otherwise exempts the Company from having to disclose any proprietary software.

Section 4.20 Insurance. Section 4.20 of the Company Disclosure Schedule sets forth a true and complete list of all insurance policies and fidelity bonds covering the assets, business, equipment, properties, rights, operations, employees, consultants, officers and directors of the

IN WITNESS WHEREOF, Parent, Merger Sub, the Company, the Stockholders and the Equityholders' Representative have executed and delivered this Agreement and Plan of Merger or caused this Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PARENT:

VANTAGE MEDIA LLC

By: _____

Name:

Title:

MERGER SUB:

VM MERGER SUB, INC.

By: _____

Name:

Title:

COMPANY:

BROKERSWEB, INC.

By: _____

Name:

Title:

MARTIA DE TEZANOS
CEO

STOCKHOLDERS:

A&A LIMITED CORP

By:  _____

Name: *MANUEL AYRU*

Title: *PRESIDENT*

A&G LIMITED

By:  _____

Name: *MANUEL AYRU*

Title: *PRESIDENT*

**THE GROSS NATIONAL HAPPINESS
FOUNDATION**

By: _____

Name:

Title:

ANZEN LTD.

By: _____

Name:

Title:

STOCKHOLDERS:

A&A LIMITED CORP.

By: _____
Name:
Title:

A&G LIMITED

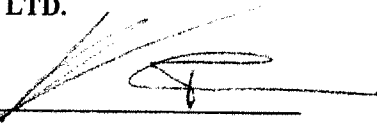
By: _____
Name:
Title:

**THE GROSS NATIONAL HAPPINESS
FOUNDATION**

By: _____
Name:
Title:

ANZEN LTD.

By: _____
Name:
Title:



[Handwritten signature]



Matias de Tezanos

Julio Gonzalez Arrivillaga

Jose Vargas

Howard Yeh

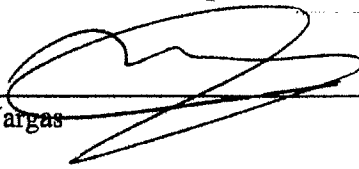
EQUITYHOLDERS' REPRESENTATIVE:



Matias de Tezanos

Matías de Tezanos

Julio Gonzalez Arrivillaga



Jose Vargas

Howard Yeh

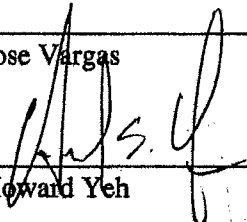
EQUITYHOLDERS' REPRESENTATIVE:

Matías de Tezanos

Matías de Tezanos

Julio Gonzalez Arrivillaga

Jose Vargas



Howard Yeh

EQUITYHOLDERS' REPRESENTATIVE:

Matías de Tezanos

**COMPANY DISCLOSURE SCHEDULE
TO THE
AGREEMENT AND PLAN OF MERGER**

by and among

VM HOLDINGS, LLC,
VM MERGER SUB, INC.,
BROKERSWEB, INC.

and

MATIAS DE TEZANOS, AS THE EQUITYHOLDERS' REPRESENTATIVE

Dated August 25, 2011

This Company Disclosure Schedule (“Disclosure Schedule”) has been prepared in connection with the Agreement and Plan of Merger (“Agreement”), made and entered into on August 25, 2011, by and among VM HOLDINGS, LLC, a Delaware limited liability company (“Parent”), VM MERGER SUB, INC., a Delaware corporation (“Merger Sub”), BROKERSWEB, INC., a Florida corporation (“Company”), and MATIAS DE TEZANOS, as the Equityholders’ representative (“Equityholders’ Representative”), and constitutes the “Company Disclosure Schedule” referred to in the Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

The Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, separate representations or warranties of the Company or the Stockholders, as the case may be, except as and to the extent provided in the Agreement.

The section numbers located in the upper right section of each page of this Disclosure Schedule refer to the Sections in the Agreement. Headings and subheadings (other than section numbers) have been inserted herein for convenience of reference only and shall not have the effect of amending or changing the express descriptions as set forth in the Agreement.

The inclusion of any information (including dollar amounts) in any section of this Disclosure Schedule shall not be deemed to be an admission or acknowledgment by the Company that such information is required to be listed in such section or is material to or outside the ordinary course of the business of the Company, nor shall such information be deemed to establish a standard of materiality (and the actual standard of materiality may be higher or lower than the matters disclosed by such information). In addition, matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. The information contained in this Disclosure Schedule is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable Law or breach of contract).

The information provided in this Disclosure Schedule is being provided solely for the purpose of making the disclosures to Parent under the Agreement. In disclosing this information, the Company expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Intellectual Property

- (i) Patents, provisional and non-provisional patent applications, registered and unregistered trademarks, trade names, and service marks, registered copyrights, including software (other than, with respect to such software, off-the-shelf commercial or shrinkwrap software for which the license fee is less than \$5,000), domain names, and mask works, owned by or licensed to the Company:

Trademarks/Trademark Applications:

Registered Marks:

1. U.S. service mark registration no. 3,342,921 for “HEALTHCARE.COM HEALTH CARE, YOUR WAY” (AND DESIGN), registered November 27, 2007 in classes 35, 38, 42 and 44.
2. U.S. service mark registration no. 3,588,062 for “SEARCH FOR YOUR HEALTH”, registered March 10, 2009 in class 42.
3. U.S. service mark registration no. 3,621,233 for “HEALTHCARE.COM”, registered May 12, 2009 in classes 38 and 42.
4. U.S. service mark registration no. 3,660,467 for “HEALTHCARE.COM HEALTH CARE MADE SIMPLE” (AND DESIGN), registered July 28, 2009 in classes 38 and 42.
5. U.S. service mark registration no. 3,868,817 for “HEALTHCARE.COM”, registered October 26, 2010 in class 35.
6. U.S. service mark registration no. 2565985 for “INSURENET”, registered April 30, 2002 in class 42.
7. U.S. trademark registration no. 2511895 for “INSURENET”, registered November 27, 2001 in class 9.
8. Declaration of Distinctiveness Under Section 2(f) (Serial No. 77/625,653) filed with the U.S. Patent and Trademark Office on December 3, 2008 in support of service mark application for HEALTHCARE.COM in classes 35 and 44.

Applications:

1. U.S. service mark application no. 85054654 for “BROKERSWEB”, filed June 4, 2010 in class 36 (abandoned but later revived after filing a petition responding to office action).
2. U.S. service mark application no. 85054762 for “LIFEINSURANCE.ORG”, filed June 4, 2010 in class 36 (abandoned but planning to file a petition to revive the application in August).

Domain Names:

CentroMedico.com
BrokersWeb.com
HealthInsuranceFinders.com
HealthInsuranceFinders.net
HealthInsuranceFinders.org
FindaChiro.com

Lifeinsurance.org
MedicareSupplemental.org
MedicareSupplemental.com
GroupHealthInsurance.org
AutoInsuranceFinders.com
CarInsurer.com
AdLogistics.com
CarInsuranceDirect.com
Appexnet.com
NewAxis.com
Annuities.org

Affordable-healthinsurance.us
Autoinsurancedigest.com
Autoinsurancemarkets.com
Autoinsurancemarkets.net
Autoinsuranceresource.net
Autoinsuranceresource.org
Autoinsurancesmart.com
Autoinsureweb.com
Bwserver.net
Californiagrouphealth.org
Californiagrouphealthquotes.com
Californiagrouphealthquotes.org
Carinsurancedigest.com
Carinsurancemarkets.com
Carinsurancemarkets.net
Carinsuranceresource.net
Carinsuranceresource.org
Carinsurancesmart.com
Carinsuranceswitch.com
Drivecoverage.com
Find-california-healthinsurance.com
Getgrouphealth.com
Getgrouphealth.net
Gethealthinsurance.com
Golifeinsurance.org
Grouphealthquotes.org
Healthinsuranceflorida.org
Healthinsuranceplan.us
Healthinsurancestudenthealthinsurance.com
Healthinsurancestudents.com
Healthmedicalanddentalinsuranceforfamily.com
Healthmedicalinsuranceagency.com
Healthmedicalinsuranceindividualfamilygroupquotes
us.com
Healthmedicalinsurancepolicy.com
Healthmedicalinsurancequoteincolorado.com
Healthmedicalinsurancequotesintheus.com
Healthmedicalinsurancequotesus.com
Healthmedicalinsurancequoteus.com
Healthpartnersminnesota.com

Nationwidegrouphealthinsurance.com
Nebraskaindividualhealthinsurance.com
Nevadamedicalinsurancequotes.com
Newhampshirecheaphealthinsurance.com
Newmexicomedicalinsurancequote.com
Newmexicomedicalinsurancequotes.com
Newyorkaffordablehealthinsurance.com
Newyorkcheaphealthinsurance.com
Newyorkcheaplifeinsurance.com
Newyorkindividualhealthinsurance.com
Newyorksmallbusinesshealthinsurance.com
Northcarolinaindividualhealthinsurance.com
Northdakotahealthinsurancequotes.com
Northdakotamedicalinsurancequotes.com
Oklahomacitymedicalinsurancequotes.com
Oklahomaindividualhealthinsurance.com
Online-healthinsurance-quotes.com
Online-healthinsurance.org
Onlinecheapinsurancequote.com
Onlineinsurancequotecalifornia.com
Onlinelifeinsurancequoteus.com
Onlinesmallbusinessinsurance.com
Onlinesmallbusinessinsurancequote.com
Onlinestudenthealthinsurance.com
Oregoncheaphealthinsurance.com
Oxfordlibertyhealthinsurance.com
Oxfordmedicalinsurancehealthplans.com
Paaffordableindividualdentalplan.com
Pacificarehealthinsurancehmcocalifornia.com
Pacificbenefitgroup.com
Pacificbenefitgroup.net
Pennsylvaniaaffordablehealthinsurance.com
Pennsylvaniabusinesshealthinsurance.com
Pennsylvaniacheaplifeinsurance.com
Pennsylvaniahealthinsurancerates.com
Pennsylvaniaindividualhealthinsurance.com
Pennsylvaniasmallbusinesshealthinsurance.com
Personal-healthinsurance.com
Plansquotes.com

Healthplanquotes.org
 Healthplans-family.com
 Healthplans-individual.com
 High-deductible-healthinsurance.com
 Highdeductiblehealthinsurancecalifornia.com

 Hmo-healthinsurance.com
 Homebusinessaffordablehealthinsurance.com
 Howcanigetaffordableindividualhealthinsurance.com
 Httpehealthinsurance.com
 Humanahealthinsuranceplans.com
 Igrouphealthinsurance.com
 Indianaaffordablehealthinsurance.com
 Indianaindividualhealthinsurance.com
 Indianalifeinsurancequotes.com
 Individualdentalinsuranceflorida.com
 Individualfamily.com
 Individualfamilyaffordablehealthinsurance.com
 Individualfloridadentalinsurance.com
 Individualhealthinsuranceaffordablehealthinsurance.c
 om
 Individualhealthinsuranceinfloridainstantquotes.com
 Individualhmohealthinsurancesoutherncalifornia.com
 Individualinsurancemedical.com
 Individualmedicalhealthinsuranceinformation.com
 Individialhealthplans.com
 Informationabouthealthinsurance.com
 Instantinsurancelifeonlinequote.com
 Instantmedicalinsurancequote.com
 Insuranceandquotes.com
 Insurancebusinesswebsite.com
 Insuranceforthe.com
 Insurancehealthmedical.com
 Insurancemedicaldental.com
 Insurancemedicalhealthsavingsaccount.com
 Insurancequotehealthlife.com
 Insurancequotehealthquotes.com
 Insurancequotesbuy.com
 Insurancequoteshealthmedicaldentallife.com
 Kaiserhealthinsuranceohio.com
 Kaiserinsurancecoverage.com
 Kaiserpermanenteinarizona.com
 Kansasmedicalinsurancequote.com
 Kansasmedicalinsurancequotes.com
 Kansassmallbusinesshealthinsurance.com
 Kporgindividuals.com
 Kyserpermanente.com
 Lifeinsuranceoptions.org
 Lifeinsurancequoteindiana.com
 Lifeinsurancequotesindiana.com
 Lifeinsurancequotessouthcarolina.com

 Ppo-healthinsurance.com
 Pricesinsurance.com
 Private-healthinsurance.com
 Quotescare.com
 Quotescomparehealthinsurance.com
 Quotescompareinstantaffordablehealthinsurance
 .com
 Quotesonhealthinsurance.com
 Quotesshorttermhealthinsurance.com
 Ratemarketplacebw.com
 Searchhealthcom.com
 Selfaffordablehealthinsurance.com
 Selfemployedmedicalcoverage.com
 Selfhealthinsurancesavingplan.com
 Shorttermhealthinsuranceaffordable.com
 Shorttermhealthinsuranceca.com
 Shorttermhealthinsurancecolorado.com
 Shorttermhealthinsurancecompanies.com
 Shorttermhealthinsurancehealth.com

 Shorttermhealthinsuranceinpennsylvania.com
 Shorttermhealthinsuranceinstantquote.com
 Shorttermhealthinsurancenyorkstate.com
 Shorttermhealthinsurancepennsylvania.com
 Shorttermhealthinsuranceprograms.com
 Shorttermhealthinsuranceproviders.com
 Shorttermhealthinsurancerates.com
 Shorttermhealthinsurancetexas.com
 Shorttermmajormedicalhealthinsurance.com
 Shorttermmedicalinsuranceplans.com
 Shorttermstudenthealthinsurance.com
 Smallbusinessgroupdentalinsurance.com
 Smallbusinesshealthinsuranceanddental.com
 Smallbusinessinsurancecalifornia.com
 Smallbusinessinsuranceonlinequote.com
 Smallbusinessinsurancerates.com
 Smallgrouphealthinsurancecompanies.com
 Smallgrouphealthinsuranceplan.com
 Smallgroupmedicalinsurance.com
 Southcarolinaaffordablehealthinsurance.com
 Southcarolinacheaphealthinsurance.com
 Southcarolinacheaplifefinsurance.com
 Southcarolinaindividualhealthinsurance.com
 Southcarolinallifeinsurancequotes.com
 Southcarolinallifeinsurancerates.com
 Stateofcaliforniamedicalinsurance.com
 Studentaffordablehealthinsurance.com
 Studenthealthdentalinsurance.com
 Studenthealthinsurancecalifornia.com
 Studenthealthinsurancecompany.com
 Studenthealthinsuranceflorida.com

Linkaffordablelifeinsurancepolicyquotes.com
Louisianamedicalinsurancequote.com

Louisianamedicalinsurancequotes.com
Low-cost-healthinsurance.org
Low-healthinsurance.com
Major-medicalinsurance.org
Majormedicalhealthinsurancecoverage.com
Majormedicalinsurancequote.com
Marylandcheaphealthinsurance.com
Medical-healthinsurance.org
Medical-insurance-providers.com
Medicalhealthinsuranceindividualstudent.com
Medicalhealthinsurancepolicy.com
Medicalhealthinsurancerates.com
Medicalhealthinsuranceus.com
Medicalinsurance-california.org
Medicalinsurance-companies.com
Medicalinsurance-plans.org
Medicalinsurance-quotes.org
Medicalinsuranceaffordablefree.com
Medicalinsurancecolorado.com
Medicalinsurancecom.com
Medicalinsurancefamily.com
Medicalinsuranceforsmallbusinesses.com
Medicalinsurancefortheselfemployed.com
Medicalinsurancecms.com
Medicalinsurancequotesonline.com
Medicalinsuranceshortterm.com
Medicalmutualhealthinsuranceohio.com
Medicalshorthhealthinsurancepricequote.com
Medicaresupplemental.com
Medicaresupplementals.com
Medicaresupplementalsinsurance.com
Memberskporg.com
Michigancheaphealthinsurance.com
Missouricheaphealthinsurance.com
Mymedicaresupplemental.org
Nationalgrouphealthinsurance.com

Studenthealthinsuranceinsurance.com
Studenthealthinsuranceresource.com
Studenthealthinsurancestudentmedicalinsurance.com
Studenthealthinsuranceus.com
Studentmedicalinsuranceplans.com
Studentshorttermhealthinsurance.com
Tennesseeindividualhealthinsurance.com
Termlifecorp.com
Texashealthinsurancequoteceltic.com
Top10medicare.com
Top10medicare.org
Topmedigaplans.com
Unicarelifehealthinsco.com
Unicarelifehealthinsurancecompany.com
Usaffordabledentalinsurance.com
Usaffordablehealthmedicalinsurance.com
Usaffordableindividualhealthinsurance.com
Usaffordableshorttermhealthinsurance.com
Usbestaffordabledentalplan.com
Usbestsavingsrates.com
Uscomparehealthinsurance.com
Usdentalinsuranceaffordableplan.com
Usgroupehealthinsurancequote.com
Usgroupehealthinsurancequotes.com
Ushealthinsurancemedicalquotesplans.com
Ushealthinsurancemedicalsavingsaccount.com
Ushealthinsurancemedicalsavingsprogram.com
Ushealthinsurancepolicyquote.com
Ushealthmedicalinsurancequote.com
Ushealthmedicalinsurancequotes.com
Usindividualmedicalhealthinsurance.com
Uslifeinsurancecompany.com
Usmedicalhealthinsurance.com
Ussmallgroupehealthinsurance.com
Usstudenthealthinsurance.com
Velapointinsurance.com
Home-insurance-compare.com

- (ii) Written licenses, sublicenses and other agreements to which the Company is a party and pursuant to which any Person is authorized to use any Scheduled Company Intellectual Property and any other Intellectual Property owned by the Company (other than, with respect to such Intellectual Property, for any use that is authorized solely for the purpose of conducting work for the Company):

See disclosure in Section 4.7(a)(1)(xiii).

- (iii) Written licenses, sublicenses, and other agreements to which the Company is a party and pursuant to which the Company is authorized to use any Third Party Intellectual Property Rights which are incorporated in, are, or form a part of, any Product or which

are material to the Company's operations, including any fully-paid, royalty-free, worldwide, irrevocable, perpetual, nonexclusive licenses in and to the Intellectual Property of any Person pursuant to consulting agreements between the Company and such Person:

Data Center Licenses:

1. Windows Server 2008 Standard
2. SQL Server 2008 Standard
3. RedGate SQL Monitor (http://www.red_gate.com/products/dba/sql_monitor/)
4. Cogin Queue Explorer (<http://www.cogin.com/mq/>)
5. ComponentArt (<http://www.componentart.com/>)
6. MaxMind GeoIP Database (<http://www.maxmind.com/>)
7. Ip2Location GeoIP Database (<http://www.ip2location.com/>)

Employee Licenses:

1. Visual Studio 2010
2. Windows 7
3. Nhibernate Profiles Trial License
4. JetBrains DotTrace Trial License
5. Resharper C# Trial
6. SQL Server Management Studio
7. RedGate Source Control
8. RedGate SQL Prompt
9. Lighthouseapp.com Bug Tracking System
10. Toggl.Com Timesheet tracking
11. RescueTime.Com Activity tracking

Open Source Licenses:

- Yuml.me
- Websequencediagrams.com
- TestDriven.Net
- Firefox Firebug
- SVN
- Tortoise
- RocketSVN
- Visual SVN Server
- ToDoList
- Notepad ++
- Fiddler2
- Log Parser 2.2
- Rhino Service Bus
- AutoFixture
- Automapper
- Castle windsor
- CommonServiceLocator
- Enterprise Library Data Access Application Block
- Enyim Cache Client
- IPList
- Log4Net

- Moq
- Mspec
- Nbehave
- Nhibernate
- PayFlow
- RavenDB
- Rhino-Esb
- Sharp Test Ex
- Xunit

License Consulting Agreements:

Consulting Agreements by and between the Company and the following independent contractor developers:

- Fernando Boiton
- Esteban Ramirez
- Jose Luis Guzman
- Luis Alonzo
- Rene Cum
- Josue Quintana
- Cristian Prieto
- Carlos Cano
- Elmer Morales
- Pablo Mendoza
- Pablo Espinoza
- Juan Jose Baten
- Vicente Zepeda
- Ernesto Rodriguez
- Sergio Vela

Intellectual Property

See disclosure in Section 4.12 above.