

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307346

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the the assignee to include one entity only. The original assignment was previously recorded on Reel 005154 Frame 0333. Assignor(s) hereby confirms the Asset Purchase Agreement.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Adchemy, Inc.		10/28/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Plateau Data Services, LLC
<b>Street Address:</b>	185 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3652853	DEGREES.INFO
<b>Registration Number:</b>	3652854	RATEMARKETPLACE
<b>Registration Number:</b>	3652855	HELPMEFIND DEGREES
<b>Registration Number:</b>	3656136	HELPMEFIND MORTGAGES

**CORRESPONDENCE DATA**

**Fax Number:** 2024576315  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 202-457-6051  
**Email:** lacy.kolo@squirepb.com, karen.agee@squirepb.com  
**Correspondent Name:** Lacy Kolo, Squire Patton Boggs (US) LLP  
**Address Line 1:** 2550 M Street, NW  
**Address Line 4:** Washington, D.C. 20037

<b>ATTORNEY DOCKET NUMBER:</b>	026718.0113
<b>NAME OF SUBMITTER:</b>	Lacy Kolo
<b>SIGNATURE:</b>	/Lacy Kolo/
<b>DATE SIGNED:</b>	06/11/2014

**Total Attachments: 54**

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ADCHEMY, INC.		10/28/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PLATEAU DATA SERVICES, LLC
<b>Street Address:</b>	185 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	XL MARKETING CORPORATION
<b>Street Address:</b>	185 Madison Avenue
<b>Internal Address:</b>	5th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3652853	DEGREES.INFO
Registration Number:	3652855	HELPMEFIND DEGREES
Registration Number:	3656136	HELPMEFIND MORTGAGES
Registration Number:	3652854	RATEMARKETPLACE

**CORRESPONDENCE DATA**

Fax Number: 2024576315

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent.*

**900271960**

**TRADEMARK  
 REEL: 005300 FRAME: 0816**

**OP \$115.00 3652853**

via US Mail.

Phone: (202) 457-6000  
Email: ipdocketing@pattonboggs.com  
Correspondent Name: Patton Boggs LLP  
Address Line 1: 2550 M Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-1301

ATTORNEY DOCKET NUMBER:	026718.0133
NAME OF SUBMITTER:	Matthew Laskoski
Signature:	/Matthew Laskoski/
Date:	11/14/2013

**Total Attachments: 51**

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**ASSET PURCHASE AGREEMENT**  
**BY AND AMONG**  
**PLATEAU DATA SERVICES, LLC,**  
**XL MARKETING CORP.**  
**AND**  
**ADCHEMY, INC.**  
**October 28, 2013**

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## EXHIBITS

<u>Exhibit A</u>	Seller Disclosure Schedules
<u>Exhibit B</u>	Bill of Sale
<u>Exhibit C</u>	Assignment and Assumption Agreement
<u>Exhibit D</u>	License Agreement
<u>Exhibit E</u>	Transition Services Agreement

## SCHEDULES

2.1 (a)	Tangible Personal Property
2.1 (b)	Assigned Contracts
2.1 (c)	Estimated Pre-Closing AR
2.1 (d)	Delivery of Records
2.1 (e)	Intellectual Property Rights
2.2 (k)	Excluded Assets
2.3 (b)	Pre-Closing AP



## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of this 28<sup>th</sup> day of October, 2013 by and among Plateau Data Services, LLC, a Delaware limited liability company ("**Buyer**"), XL Marketing Corp., a Delaware corporation ("**Buyer Parent**"), and Adchemy, Inc., a Delaware corporation ("**Seller**"). For purposes of this Agreement, Buyer, Buyer Parent and Seller are sometimes each referred to individually as a "**Party**" or collectively as the "**Parties**."

### RECITALS

**WHEREAS**, Seller currently operates its "Actions" line of business which provides Lead Generation services to customers in the education, automotive insurance, and mortgage industries (as the same is currently being conducted by Seller as of the date hereof, but excluding for all purposes Seller's Software business, the "**Business**"); and

**WHEREAS**, subject to the terms and conditions set forth herein, Seller desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to, and Buyer Parent desires to cause Buyer to, purchase, acquire and accept from Seller, free and clear of all liens, charges and encumbrances of any kind or nature (other than Permitted Encumbrances), all of Seller's right, title, and interest in and to the Acquired Assets (collectively, the "**Acquisition**").

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, agreements and covenants herein contained, and for other good and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.

### AGREEMENT

#### ARTICLE I

#### CERTAIN DEFINITIONS

Capitalized terms undefined in the text of this Agreement shall have the following meanings:

"**Accounting Firm**" means an independent, third-party accounting firm as may be agreed among the Parties.

"**Accounts Receivable**" shall mean, to the extent relating to the Business, (i) all trade accounts receivable (net of reserves and allowances including without limitation allowances for bad debt, discounts and charge backs) and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, and (ii) any claim, privilege, cause of action, remedy or other right related to any of the foregoing.

“**Acquired Assets**” has the meaning set forth in Section 2.1.

“**Acquisition**” has the meaning set forth in the Recitals.

“**Actual Closing Working Capital**” shall have the meaning set forth in Section 2.7(a) of the Agreement.

“**Affiliate**” shall mean, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person. For purposes of this definition, “**Control**” (including, with correlative meanings, the terms “**Controlled by**” and “**under common Control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock, as trustee or executor, by written or oral contracts, commitments, understandings or other agreements or credit arrangement or otherwise.

“**Agent**” has the meaning set forth in Section 2.6(d).

“**Agreement**” has the meaning set forth in the first paragraph.

“**Ancillary Agreements**” shall mean the exhibits to this Agreement, all assignment agreements, and other documents and instruments, pursuant to which Seller’s right, title or interest in any of the Acquired Assets are transferred to Buyer, and any other documents executed in connection with the transactions contemplated by this Agreement.

“**Assigned Contract**” has the meaning set forth in Section 2.1(b).

“**Assumed Liabilities**” has the meaning set forth in Section 2.3.

“**Business**” has the meaning set forth in the Recitals.

“**Business Employees**” has the meaning set forth in Section 3.11(a).

“**Business Financial Statements**” has the meaning set forth in Section 3.4(a).

“**Business Material Adverse Effect**” shall mean, any event, change, condition or effect (each an “**Event**”) related to the financial condition, properties, assets (including both tangible and intangible assets), liabilities, business, operations or results of operations of the Business, which is material and adverse to the Business taken as a whole; *provided, however*, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Business Material Adverse Effect: (i) any Events generally affecting (A) the industry in which the Business primarily operates or (B) the economy, or financial or capital markets, in the United States or elsewhere in the world; (ii) any Events arising from or otherwise relating to any natural disaster, act of terrorism, war, national or international calamity or any other similar event; (iii) any failure, in and of itself, by the Business to meet any internal or published projections or predictions; (iv) any Events resulting from or arising out of any change in GAAP or changes in applicable Law; (v) any Events (including loss of employees or any loss of, or any disruption in,

supplier, licensor, licensee, partner or similar relationships) directly attributable to the announcement or pendency of the transactions contemplated by this Agreement, and (vi) any Events by Seller which are undertaken upon the written request of Buyer.

“**Buyer**” has the meaning set forth in the first paragraph of this Agreement.

“**Buyer Parent**” has the meaning set forth in the first paragraph of this Agreement.

“**Buyer Indemnified Persons**” has the meaning set forth in Section 7.1(a).

“**Cap**” has the meaning set forth in Section 7.1(f).

“**Cash Consideration**” shall have the meaning set forth in Section 2.6(a).

“**Claims**” has the meaning set forth in Section 7.1(c).

“**Closing**” has the meaning set forth in Section 6.1.

“**Closing Balance Sheet**” shall have the meaning set forth in Section 2.7(a).

“**Closing Date**” has the meaning set forth in Section 6.1.

“**COBRA**” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the applicable rules and regulations promulgated thereunder.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Credit Agreement**” has the meaning set forth in Section 2.6(d).

“**Customer Retention Payment**” has the meaning set forth in Section 2.6(f).

“**Damages**” shall mean any of the following to the extent actually paid or incurred: loss, damage, injury, liability, Encumbrance (other than Permitted Encumbrances in existence as of the Closing Date), claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys’ fees), charge, cost (including costs of investigation) or expense of any nature; provided, however, that Damages shall not include punitive, special or consequential or opportunity cost damages of any kind or the loss of anticipated or future business or profits.

“**Deferred Payments**” has the meaning set forth in Section 2.6(b).

“**Designated Contracts**” shall mean: (i) Assigned Contracts with customers that generated \$10,000 or more of revenue in either of the first or second fiscal quarter of Seller’s 2013 fiscal year; (ii) Assigned Contracts with publishers that involved \$5,000 or more of expenditure in each of the first and second fiscal quarter of Seller’s 2013 fiscal year; and (iii) Assigned Contracts with the following vendors: Optinal Social, Optimine, Lashback, UnSubcentral, Experian/CheetahMail, CPA Detective, ReturnPath, AdSwerve, Akamai, Atlassian, MicroStrategy, TargusInfo, Keynote, Dyn, and Driving Force Solutions.

“**Direct Claim**” has the meaning set forth in Section 7.1(b).

**“Disclosing Party”** has the meaning set forth in Section 9.1.

**“Employee Benefit Plan”** shall mean any “employee pension benefit plan” (as defined in Section 3(2) of ERISA, any “employee welfare benefit plan” (as defined in Section 3(1) of ERISA), and any other written or oral plan, agreement or arrangement involving direct or indirect compensation, including, without limitation, insurance coverage, severance benefits, disability benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation.

**“Employee Retention Payment”** has the meaning set forth in Section 2.6(e).

**“Encumbrance”** shall mean any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, hypothecation, security interest, guaranty, mortgage, right of way, easement, encroachment, community property interest, servitude, preemptive right, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income, or exercise of any other attribute of ownership. An **“Encumbrance”** shall not include any actual or alleged infringement of any Third-Party Intellectual Property Rights.

**“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended and successor statute thereto and the rules and regulations promulgated thereunder.

**“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

**“Excluded Assets”** has the meaning set forth in Section 2.2.

**“First Payment Date”** has the meaning set forth in Section 2.6(e).

**“GAAP”** shall mean United States generally accepted accounting principles, consistently applied throughout the periods covered.

**“Governmental Entity”** shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, or body and any court or other tribunal), in each case with competent jurisdiction over the Parties, the Business, the Acquired Assets or the Acquisition, as the case may be.

**“Hold-Back Amount”** has the meaning set forth in Section 2.6(c).

**“Intellectual Property”** shall mean all works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models and certificates of invention, designs (including without limitation graphics, labels and artistic designs), all United States and foreign patents and patent applications (including all provisional patent applications, PCT applications, continuations, continuations-in-part, divisionals, CPAs, reexamination certificates, reissues and the like), trademarks, trade names, service marks, all

goodwill associated with such trademarks and service marks, copyrights, and any applications for such trademarks, trade names, service marks and copyrights, and all names, product designs, product packaging, business and product names and logos, together in all cases with related intangible value, franchises, franchise rights, domain names, pricing and cost information, business and marketing plans and proposals and other trade secrets, schematics, technical information, technology, manufacturing and engineering information, know-how, and computer software programs or applications, source code, object code and tangible or intangible proprietary information or material.

**“Intellectual Property Rights”** shall mean, collectively, the Registered Intellectual Property, other Intellectual Property, and Third Party Licenses presently held by Seller and used in connection with the Business, in each case solely as and to the extent set forth on Schedule 2.1(e).

**“Key Employees”** shall mean Matt Tillman, Eric Soli, Edward Rau, Bharat Goyle and Cullen Jowitt.

**“Knowledge”** shall mean, (i) with respect to Seller, the actual knowledge of Rahoul Seth, Murthy Nukala, Stacey Giamalis, Rohit Deep and Ben Patch, which knowledge shall include the knowledge that such individuals would have reasonably been expected to obtain in the course of diligently satisfying the responsibilities of their position; and (ii) with respect to Buyer, the actual knowledge of Daniel S. Berger, Steven Gerber and Christopher Spring, which knowledge shall include the knowledge that such individuals would have reasonably been expected to obtain in the course of diligently satisfying the responsibilities of their position.

**“Lead Generation”** shall mean the process by which a consumer provides their non-public personal information and expression of interest to be contacted via an advertiser’s website for the purpose of entering into a business arrangement with a provider for education, automotive insurance, and mortgage products and services.

**“Legal Proceeding”** shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

**“Lenders”** has the meaning set forth in Section 2.6(d).

**“Lending Tree Suit”** means the pending litigation between LendingTree, LLC and Adchemy, Inc. in the Western District of North Carolina, Case No. 3:10-cv-439.

**“Liability”** shall mean any liability or obligation of any kind, character or description (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether disputed or undisputed, whether liquidated or unliquidated, whether secured or unsecured, whether joint or several, whether due or to become due, whether vested or unvested, whether executory, determined, determinable or otherwise), and whether or not such liability or obligation is required to be accrued on the financial statements.

**“Minimum Working Capital”** shall mean One Hundred Thousand Dollars (\$100,000.00)

**“Notice of Objection”** has the meaning set forth in Section 2.7(a).

**“Objection Disputes”** has the meaning set forth in Section 2.7(a).

**“Ordinary Course of Business”** shall mean an action taken by Seller if that action:

(a) is consistent in nature, scope and magnitude with the past customs and practices of Seller and is taken in the ordinary course of the normal day-to-day operations of the Business;

(b) does not require authorization by the board of directors or stockholders of Seller; and

(c) would not reasonably be expected to have a Business Material Adverse Effect.

**“Owned Software”** shall mean Software as to which the source code is owned by Seller.

**“Party”** or **“Parties”** has the meaning set forth in the first paragraph of this Agreement.

**“Payment Date”** has the meaning set forth in Section 2.6(e).

**“Permits”** shall mean permits, licenses, registrations, certificates, orders or approvals from any Governmental Entity (including, without limitation, those issued or required under applicable export laws or regulations).

**“Permitted Encumbrances”** shall mean, collectively, (a) Encumbrances that are identified on the Seller Disclosure Schedules, (b) Encumbrances from Taxes, fees, levies, duties or other governmental charges of any kind which are not yet delinquent or are being contested in good faith by appropriate proceedings, (c) Encumbrances from mechanics, materialmen, laborers, employees, suppliers or similar liens arising by operation of law for amounts which are owed, but not yet delinquent, (d) in the case of real property, any matters, restrictions, covenants, conditions, limitations, rights, rights of way, encroachments, reservations, easements, agreements and other matters of record, such state of facts of which an accurate survey of the property would reveal, and (e) in the case of Intellectual Property Rights, licenses granted in the Ordinary Course of Business.

**“Person”** shall mean any individual, corporation, limited liability company, partnership, association, trust, joint venture, unincorporated organization or other legal entity.

**“Pre-Closing AP”** shall mean, to the extent relating to the Business or the Acquired Assets, all accounts payable, accrued expenses and accrued purchased media liabilities arising prior to the Closing Date but not yet paid on the Closing Date, it being understood that the entire amount invoiced (before or after Closing) in respect of each such transaction shall be considered

Pre-Closing AP, and not only the estimated amount provided by Seller to Buyer at the Closing pursuant to Section 2.3(b).

**“Pre-Closing AR”** shall mean all Accounts Receivable arising from transactions which occurred prior to the Closing Date or otherwise accrued, it being understood that the entire amount invoiced (before or after Closing) in respect of each such transaction shall be considered Pre-Closing AR, and not only the estimated amount provided by Seller to Buyer at the Closing pursuant to Section 2.1(c).

**“Period One Required Revenue”** shall mean aggregate revenue of \$1,300,000.

**“Period Two Required Revenue”** shall mean aggregate revenue of \$2,437,500.

**“Period Three Required Revenue”** shall mean aggregate revenue of \$5,062,500.

**“Purchase Price”** has the meaning set forth in Section 2.6(a).

**“Receiving Party”** has the meaning set forth in Section 9.1.

**“Registered Intellectual Property”** shall mean U.S. and foreign patents, patent applications, trademark registrations, trademark applications, copyright registrations, copyright applications, registered industrial designs and applications therefor.

**“Required Revenue”** shall mean any of the Period One Required Revenue, the Period Two Required Revenue or the Period Three Required Revenue.

**“Retained Liabilities”** has the meaning set forth in Section 2.4.

**“Second Payment Date”** has the meaning set forth in Section 2.6(e).

**“Selected Customers”** shall mean the University of Phoenix and Kaplan University.

**“Selected Employees”** has the meaning set forth in Section 5.5(a).

**“Seller”** has the meaning set forth in the first paragraph of this Agreement.

**“Seller Computer Code”** has the meaning set forth in Section 3.8.

**“Seller Disclosure Schedules”** has the meaning set forth in the first paragraph of Article III.

**“Seller Indemnified Persons”** has the meaning set forth in Section 7.2(a).

**“Seller Obligations”** has the meaning set forth in Section 2.4.

**“Set Off Notice”** has the meaning set forth in Section 7.3(a).

**“Settlement Payment”** has the meaning set forth in Section 2.6(d).

“**Shortfall**” has the meaning set forth in Section 2.7(b).

“**Software**” shall mean all computer software programs, program specifications, charts, procedures, source codes (including annotations), object codes, input data, diagnostic and other routines, data bases and report layouts and formats, record file layouts, diagrams, functional specifications and narrative descriptions and flow charts owned or licensed by Seller and employed in the Business as set forth on Schedule 3.16(a) of the Seller Disclosure Schedules.

“**Subordinated Obligations**” has the meaning set forth in Section 2.6(g).

“**Subsidiary**” shall mean, with respect to any Person, corporation, limited liability company, partnership or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests, the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

“**Successful Resolution**” shall mean (i) a summary judgment ruling in favor of Seller dismissing all claims made by LendingTree, LLC against Seller in the Lending Tree Suit, (ii) a resolution of the Lending Tree Suit in favor of Seller at trial the result of which is either that (1) Seller is determined not to have infringed the patent rights at issue in the manner alleged by LendingTree, LLC, and/or (2) such patent rights are declared invalid, (iii) a settlement of the Lending Tree Suit that provides for the grant by LendingTree, LLC for a license for either a fixed license fee of less than \$1,000,000 or a running royalty payment of 2% or less of the net revenue from products or services incorporating the Intellectual Property at issue (either such fee to be paid by Buyer), or (iv) a settlement of the Lending Tree Suit on terms and conditions otherwise acceptable to Buyer and Seller.

“**Tax Returns**” shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document filed with any Governmental Entity in connection with the determination, assessment, collection or payment of any Tax.

“**Taxes**” shall mean any taxes, charges, fees, levies or other similar assessments imposed by a Governmental Entity, including without limitation income, gross receipts, capital stock, franchise, ad valorem, value-added, excise, real property, personal property, sales, use, transfer, withholding, social security, employment, payroll, disability, unemployment and alternative or add-on minimum taxes and any interest, fines, penalties, assessments or additions to tax with regards thereto or any contest or dispute thereof.

“**Third Party Claim**” has the meaning set forth in Section 7.1(c).

“**Third Party Intellectual Property Rights**” shall mean all United States and foreign third-party patents, patent rights, patent applications, trademarks, service marks, or copyrights, and all trade secrets, schematics, technology, know-how, inventions, whether patentable or not, computer software programs or applications and tangible or intangible proprietary information or material or other intellectual property or proprietary rights owned by a third party, excluding



packaged, commercially available "off the shelf" licensed software programs sold to the public, and used in the Business.

**"Third Party Licenses"** shall mean licenses, contracts, or other arrangements to which Seller is a party that provide rights to Seller to use any Third Party Intellectual Property Rights in the Business as it is currently conducted.

**"Third Party Software"** shall mean (i) Software which is licensed to Seller by third parties, regardless of whether Seller has possession of or access to the source code, (ii) Software licensed to Seller solely for resale or sublicense to its customers, (iii) Software not owned by Seller in which Seller has any use, possessor or proprietary rights other than as set forth in (i) and (ii) above, provided, however, that Third Party Software shall not include packaged, commercially available "off the shelf" licensed software programs sold to the public and used in the Business.

**"Third Payment Date"** has the meaning set forth in Section 2.6(e).

**"Threshold Amount"** has the meaning set forth in Section 7.1(e).

**"Transferred Employees"** has the meaning set forth in Section 5.5(a).

**"URL"** shall mean uniform resource locator.

**"WARN Act"** shall mean the Workers Adjustment and Retaining Notification Act of 1988, as amended.

**"Working Capital"** means the sum of all Pre-Closing AR collected by Buyer within the ninety (90) day period following the Closing Date, less the sum of all amounts paid by Buyer to satisfy Pre-Closing AP within the ninety (90) day period following the Closing Date.

**"Working Capital Adjustment"** shall have the meaning set forth in Section 2.7(b) of the Agreement.

## ARTICLE II

### THE PURCHASE AND DELIVERY OF THE ACQUIRED ASSETS

**2.1 The Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements of Seller contained herein, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, the following assets listed under (a) through (l) below (collectively, the **"Acquired Assets"**):

- (a) the tangible personal property listed on Schedule 2.1(a)

(b) all rights of Seller under all of the Seller contracts used in conducting, or relating to the Business, as set forth on Schedule 2.1(b) of the Seller Disclosure Schedules (the “Assigned Contracts”);

(c) all Pre-Closing AR that have not been collected as of the Closing Date, including without limitation the Pre-Closing AR listed on Schedule 2.1(c), which sets forth an estimate of the Pre-Closing AR as of the date of this Agreement;

(d) (i) all data, records, files, manuals, blueprints and other documentation exclusively related to the Acquired Assets and the Business; (ii) to the extent related to the Business, client, customer and supplier lists and order information, telephone numbers and electronic mail addresses and other information with respect to past, present or prospective clients, customers and suppliers; and (iii), with respect to the 3-year period prior to the date of this Agreement and to the extent exclusively related to the Business, accounting records, cost and pricing information, sales and credit records, catalogs and brochures, purchasing records and records relating to suppliers; it being understood that the items set forth in this part (d) shall be delivered as set forth on Schedule 2.1(d);

(e) the Intellectual Property Rights set forth on Schedule 2.1(e) of the Seller Disclosure Schedules, including all value associated with the Intellectual Property Rights, object codes and source codes (including all copies thereof and related documentation), the right to sue for past infringement of any of the Intellectual Property Rights, and the right to create derivative works based on any copyrighted works (including the right to exploit the copyrighted works for subsidiary purposes and in different media and by future methods of exploitation) and all causes of action related to the Intellectual Property Rights;

(f) disks, drawings and specifications, market studies, consultants’ reports, prototypes, and all similar tangible personal property owned by Seller and used exclusively in connection with the Acquired Assets, including, but not limited to, any files, notices or documents related to Better Business Bureau offices, Attorney General’s or other state or federal agencies related to customer complaints, provided that Seller shall have the right to retain a copy of any customer complaint;

(g) all the names and URLs used in the Business that are reflected on Schedule 2.1(e) and including, but not limited to, Ratemarketplace.com and Degrees.info;

(h) all claims, contract rights and warranty and product liability claims against third parties solely to the extent related to the Acquired Assets, provided that Seller shall retain the right to assert any such claims or rights as a counter-claim in any Legal Proceeding against Seller; and


(i) all rights, claims, credits, causes of action or rights of set-off of Seller against third parties solely to the extent related to the Acquired Assets or the Business, whether choate or inchoate, known or unknown, contingent or non-contingent, other than those associated with the Excluded Assets or Retained Liabilities.

Notwithstanding the foregoing, the transfer of the Acquired Assets pursuant to this Agreement shall not include the assumption of any Liability or Encumbrance in respect thereof, other than Permitted Encumbrances and Liabilities assumed by Buyer pursuant to Section 2.3.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER:**

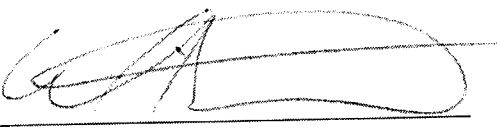
**PLATEAU DATA SERVICES, LLC**

By: 

Name: David A. Steinberg  
Its: Chief Executive Officer

**BUYER PARENT** (Solely for purposes of Section 5.1 and Articles IV and VIII):

**XL MARKETING CORP.**

By: 

Name: David A. Steinberg  
Its: Chief Executive Officer

**SELLER:**

**ADCHEMY, INC.**

By: \_\_\_\_\_

Name: Rahoul Seth  
Its: Chief Financial Officer

*Signature Page to Asset Purchase Agreement*

4829-4189-3307.

**TRADEMARK**  
**REEL: 005300 FRAME: 0832**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER:**

**PLATEAU DATA SERVICES, LLC**

By: \_\_\_\_\_

Name: David A. Steinberg

Its: Chief Executive Officer

**BUYER PARENT** (Solely for purposes of Section 5.1 and Articles IV and VIII):

**XL MARKETING CORP.**

By: \_\_\_\_\_

Name: David A. Steinberg

Its: Chief Executive Officer

**SELLER:**

**ADCHEMY, INC.**

DocuSigned by:  
Rahoul Seth  
By: \_\_\_\_\_  
E8C41643C2F442E

Name: Rahoul Seth

Its: Chief Financial Officer

## 2.1(a):

<b>Service Tag</b>	<b>Server Type</b>	<b>OS version</b>
3NHFYF1	PowerEdge 1950	Microsoft Windows Server 2008 R2
J8YQKF1	PowerEdge 2950	Ubuntu 8.04.4 LTS
6D916F1	PowerEdge 1950	Ubuntu 8.04.1
8Y3MML1	PowerEdge R410	Proxmox 3.0/957f0862
8Y3NML1	PowerEdge R410	Proxmox 3.0/957f0862
D4LPKB1	PowerEdge 1850	Ubuntu 6.06.1 LTS
5X1YNH1	PowerEdge 1950	Ubuntu 8.04.1
BQWT5F1	PowerEdge 2950	Ubuntu 8.04.1
7QWT5F1	PowerEdge 2950	Ubuntu 8.04.1
GQWT5F1	PowerEdge 2950	Ubuntu 8.04.1
CQWT5F1	PowerEdge 2950	Ubuntu 8.04.1
GSCS5C1	PowerEdge 2950	Ubuntu 8.04.1
73VFZK1	PowerEdge R410	Proxmox 2.1/f32f3f46
FPYSTL1	PowerEdge R410	Proxmox 3.0/957f0862
6T4DBD1	PowerEdge 2950	Ubuntu 8.04.3 LTS
7QCS5C1	PowerEdge 2950	Ubuntu 8.04.1
7F916F1	PowerEdge 1950	Ubuntu 8.04.1
8HW6GH1	PowerEdge 1950	Ubuntu 8.04.1
3HW6GH1	PowerEdge 1950	Ubuntu 8.04.1
GVM76C1	PowerEdge 1950	Ubuntu 8.04.1
J4176C1	PowerEdge 1950	Ubuntu 8.04.1
GSX66C1	PowerEdge 1950	Ubuntu 6.10
BSX66C1	PowerEdge 1950	Ubuntu 6.10

6VM76C1	PowerEdge 1950	Ubuntu 8.04.1
45176C1	PowerEdge 1950	Ubuntu 8.04.1
FVM76C1	PowerEdge 1950	Ubuntu 6.10
25176C1	PowerEdge 1950	Ubuntu 6.10
8VM76C1	PowerEdge 1950	Ubuntu 8.04.1
8JW6GH1	PowerEdge 1950	Ubuntu 8.04.1
6JW6GH1	PowerEdge 1950	Ubuntu 8.04.1
GMKT5C1	PowerEdge 1950	Ubuntu 6.10
JMX1026K1F4	Firewall	Cisco ASA 5510
JMX1026K1F1	Firewall	Cisco ASA 5510
FOC1046Y04A	Switch	Cisco Catalyst 3560G
FOC1046Y1BD	Switch	Cisco Catalyst 3560G
JMX1043K09S	Load Balancer	Cisco CSS 11500
	Load Balancer	Cisco CSS 11500
FOC1052W20N	Switch	Cisco Catalyst 3560G
FOC1052W20L	Switch	Cisco Catalyst 3560G
FTX1041A3QR	Router	Cisco 2851
FTX1041A3RR	Router	Cisco 2851
FOC1047X4VD	Switch	Cisco 2960
FOC1047X4X5	Switch	Cisco 2960
CN709090619	Load Balancer	Cresendo
CN709090599	Load Balancer	Cresendo
CTSSSJ1	PowerEdge R610	Ubuntu 10.04.1 LTS
DMD5LF1	PowerEdge 1950	Microsoft Windows Server 2008 R2
CMKT5C1	PowerEdge 1950	Ubuntu 6.10
2NKT5C1	PowerEdge 1950	Ubuntu 6.10
8KS6LF1	PowerEdge 1950	Ubuntu 8.04.1
7KS6LF1	PowerEdge 1950	Ubuntu 8.04.1
GMX66C1	PowerEdge 1950	Ubuntu 8.04.1
GKS6LF1	PowerEdge 1950	Enterprise Linux release 5.2 (Carthage)
GD916F1	PowerEdge	Enterprise Linux release 5.2

	1950	(Carthage)
CJXHCG1	Storage Array	MD1000
BM9ZNH1	Storage Array	MD1000
CRT07J1	PowerEdge 1950	Proxmox 1.9/6542
B0X7PJ1	PowerEdge 1950	Proxmox 1.9/6542
C9J7HS1	PowerEdge R610	CentOS release 6.3 (Final)
C9HBHS1	PowerEdge R610	CentOS release 6.3 (Final)
C9M8HS1	PowerEdge R610	CentOS release 6.3 (Final)
C9GDHS1	PowerEdge R610	CentOS release 6.3 (Final)
G0VZ6J1	PowerEdge 2950	Ubuntu 8.04.1
C9C6HS1	PowerEdge R610	CentOS release 6.3 (Final)
HQBVJK1	PowerEdge R410	Proxmox 3.0/957f0862
F2R9ZK1	PowerEdge R410	Ubuntu 8.04.3 LTS
13R9ZK1	PowerEdge R410	Ubuntu 8.04.3 LTS
7RT07J1	PowerEdge 1950	CentOS release 6.3 (Final)
43R9ZK1	PowerEdge R410	Enterprise Linux release 5.5 (Carthage)
7MD5LF1	PowerEdge 1950	Red Hat Enterprise Linux AS release 4
FKVVJK1	PowerEdge R410	Enterprise Linux release 5.5 (Carthage)
6LVVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
3LVVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
5LVVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
9QBVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
8QBVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
BDYZ0L1	PowerEdge R410	Ubuntu 8.04.3 LTS
8DYZ0L1	PowerEdge R410	Ubuntu 8.04.3 LTS
BQBVJK1	PowerEdge	Ubuntu 8.04.3 LTS



	R410	
JQBVJK1	PowerEdge 1950	Microsoft Windows Server 2008 R2
1RBVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
CQBVJK1	PowerEdge R410	Ubuntu 8.04.3 LTS
FQBVJK1	PowerEdge R410	Proxmox 1.5/4627
CH95LF1	PowerEdge 1950	Ubuntu 7.10
F8YQKF1	PowerEdge 2950	Ubuntu 8.04.4 LTS
8Y5MML1	PowerEdge R410	Proxmox 3.0/957f0862
DRWWNN1	PowerEdge R610	Proxmox 2.1/f9b0f63a
D2R9ZK1	PowerEdge R410	Ubuntu 8.04.3 LTS
G2R9ZK1	PowerEdge R410	Ubuntu 8.04.3 LTS
4X1YNH1	PowerEdge 1950	Ubuntu 8.04.1
BRT07J1	PowerEdge 1950	Ubuntu 8.04.1
90X7PJ1	PowerEdge 1950	Proxmox 1.6/5087
8Y6LML1	PowerEdge R410	Proxmox 1.6/5087
X8DTL	Supermicro	Ubuntu 10.04.2 LTS
HPYSTL1	PowerEdge R410	Ubuntu 8.04.4 LTS
CPYSTL1	PowerEdge R410	Ubuntu 10.04.2 LTS
	SAN switch	Qlogic
	SAN switch	Qlogic
FA4978	Storage Array	Infotrend
GA 5248	Storage Array	Infotrend
H2J06F1	PowerEdge 1950	Proxmox 3.0/957f0862
FSX66C1	PowerEdge 1950	Proxmox 3.0/957f0862
DH6YVD1	PowerEdge 1950	Proxmox 3.0/957f0862

**Computer Type**  
MacBook Pro 15"

**Service Tag**  
C02H10HQDV7P

MacBook Pro 15"	C02GLW7XDV7M
MacBook Pro 17"	C02CP26UDC7C
MacBook Pro 17"	W89471MH8YB
MacBook Pro 17"	C02CP1F1DC7C
MacBook Pro 15"	C02H2N6JDV7L
MacBook Pro 15"	C02J30VAF1G4
MacBook Pro 15"	C02FH30YDF8Y
MacBook Pro 15"	C02H43R5DV7L
MacBook Pro 15"	C02H108YDV7P
MacBook Pro 15"	W80521Q7AGZ
MacBook Pro 15"	C02H43QYDV7L
MacBook Pro 15"	C02GG0UYDRJM
MacBook Pro 13"	C02GH2A8DV14
MacBook Air 13"	C02GT16QDRQ4
MacBook Pro 15"	C02H13QDDV7P
MacBook Pro 13"	C02H60ZHDV17
MacBook Pro 15"	C02H2NA0DV7L
Dell Latitude E6510	1ZD21P1
Lenovo T410s	R9-A67V8 10/12
Lenovo T420s	R9-DRXPA 11/05
Lenovo T420s	R9-DKR4D 11/05
MacBook Pro 17"	C02GT061DV10
MacBook Pro 17"	W800509D8Y8
MacBook Pro 17"	W893332K7XJ
Lenovo T420s	R9-DRXPY 11/05

Seven (7) Apple Cinema displays in good working order and seventeen (17) other monitors in good working order along with one (1) keyboard and one (1) mouse, in good working order per Transferred Employees.

2.1(b):

The following contracts with customers representing more than \$10,000 in Business revenue for Q1 or Q2 2013, the following contracts with publishers representing more than \$5,000 in Business media spend for Q1 or Q2 2013, and the following contracts with vendors exclusively related to the Business:

Millennial Media, Inc. Advertising Insertion Order dated November 28, 2011 (and associated IAB standard terms and conditions)

Fluent, Inc. Insertion Orders (and associated Adchemy, Inc. Publisher Program Agreement and/or IAB standard terms and conditions)

Lead Purchase Agreement effective 6/15/11 by and between Career Education Corporation ("CEC") and Adchemy, Inc.

Discover\_Side Letter Amendment dated 6/4/12 to Mortgage Lead Purchase Agreement dated 07/01/09 by and between Home Loan Center, Inc. and Adchemy, Inc.

Doublepositive Online Marketing Agreement for EDMC Online, effective date 10/19/10, by and between DoublePositive Marketing Group, Inc. and Adchemy, Inc.

4848-4762-3702.

Amendment No. 1 effective as of 8/16/12, to the Advertising.com LLC Publisher Inventory Purchase Agreement, effective as of 3/9/12 by and between Advertising.com LLC and Adchemy, Inc.

Advertising.com LLC Publisher Inventory Purchase Agreement, effective date 3/9/12, by and between Advertising.com LLC and Adchemy, Inc.

Advertising Affiliate Agreement, effective date 6/4/10, by and between Adchemy, Inc. and CUnet, LLC.

Master Services Agreement, effective date 6/28/11, between Corinthian Colleges Inc. and its Affiliates and Schools and Adchemy, Inc.

Amendment No. 1 effective 3/26/11, to the Services Agreement effective 3/26/10, by and between Grand Canyon University ("GCU") and Adchemy, Inc.

Services Agreement, effective date 3/26/10, by and between Grand Canyon Education, d/b/a Grand Canyon University ("GCU") and Adchemy, Inc.

Mortgage Lead Purchase Agreement, effective date 12/30/09, by and between Adchemy, Inc. and LoanDepot.com LLC.

Master Services Agreement, effective date 7/18/11, by and between University of the Rockies, LLC and Adchemy, Inc.

Call Center Amendment to Master Services Agreement, effective date 7/18/11, by University of the Rockies, LLC and Adchemy, Inc.

Online Marketing Agreement, effective date 8/1/10, by and between Education Management LLC ("EDMC") and Adchemy, Inc.

EDMC Ground - Adchemy Marketing Agreement Final Part 2 of 2

Doublepositive Online Marketing Agreement for EDMC Online, effective date 10/19/10, by and between DoublePositive Marketing Group, Inc. and Adchemy, Inc.

Home Loan Center ("HLC") Assignment Letter dated 7/14/11

Home Loan Center ("HLC") Assignment Letter dated 4/18/12

Mortgage Lead Purchase Agreement, effective date 3/14/11, by and between Adchemy Inc. and Infinite Home Loans

Marketing Agreement effective 8/15/06, by and between Kaplan Higher Education Online, a division of Kaplan Inc. and Adchemy, Inc.

Standard Lead Purchase Agreement and the insertion order, exhibits and/or schedules, effective 3/11/10, by and between Adchemy, Inc. and Strategy Bay

Mortgage Lead Purchase Agreement, effective 6/19/09, by and between Adchemy, Inc. and Optimum First Inc.

Mortgage Lead Purchase Agreement, effective 11/11/10, by and between Adchemy, Inc. and Paradigm Equity Partners, LLC

Contact Center Live Transfer Contract, effective 12/14/10, by and between Target Marketing, Inc. and Adchemy, Inc.

Mortgage Lead Purchase Agreement, effective 6/17/09, by and between Adchemy, Inc. and Primary Residential Mortgage

Submission Agreement, effective 5/12/08, by and between Adchemy, Inc. and Quicken Loans Inc.

SUREHITS Marketplaces Supplier Agreement, entered into as of 4/28/08, by and between Adchemy, Inc. and Cyberspace Communications Corp.

Addendum effective 10/11/10, to the Service Agreement made on or about 11/29/07, by and between Adchemy, Inc. and Shore Financial Services, Inc.

Service Agreement, made as of 11/29/07, by and between Adchemy, Inc. and Shore Financial Services, Inc.

Telephone Transfer Lead Service Agreement, dated as of 8/5/11, by and between Strayer Education, Inc. and its subsidiary, Strayer University, Inc. and Adchemy, Inc.

Service Agreement, made as of 3/10/06, by and between Adchemy, Inc. and Strayer University

Amendment 1 to SUREHITS Marketplaces Supplier Agreement, dated 11/11/08, by and between Cyberspace Communications Corp. and Adchemy, Inc.

Apollo Group Marketing Standard Terms and Conditions, Insertion Order and any referenced Exhibits and Attachments, July 2011

Services Agreement, entered into as of 10/12/10, by and between United Services Automobile Association and Adchemy, Inc.

Amendment to Services Agreement, entered into as of 2/20/12, modifies the Services Agreement executed on 10/12/10, by and between Adchemy, Inc. and United Services Automobile Association.

Insertion Order, effective 7/16/12, by and between Vantage Media and Adchemy, Inc.

Service Agreement, made as of 7/12/07, by and between Adchemy, Inc. and Wyndham Capital Mortgage

Agreement made as of 1/24/06, by and between Adchemy, Inc. and Westwood Colleges, Inc.

Mortgage Lead Purchase Agreement and Insertion Order and Schedules, is made as of 3/25/13, by and between Adchemy, Inc. and Bridgeview Bank Mortgage

Data and Marketing Agreement, effective as of 9/30/12, by and between Adchemy, Inc. and iLeads.com LLC

First Amendment to All Web Leads.com Purchase Order - Wholesale Leads, executed as of 6/1/11, by and between All Web Leads, Inc. and Adchemy, Inc.

4848-4762-3702.

**TRADEMARK**  
**REEL: 005300 FRAME: 0839**

Insertion Order, signed 11/27/12, by and between All Web Leads.com and Adchemy, Inc.

Advertiser Lead Referral Agreement, made as of 4/13/09, by and between Adchemy, Inc. and All Web Leads, Inc.

Purchase Order, signed 6/15/10, by and between All Web Leads.com and Adchemy, Inc.

Master Services Agreement, effective 4/18/11, by and between Ashford University, LLC and Adchemy, Inc.

Call Center Amendment to Master Services Agreement, effective date 6/24/11, by Ashford University, LLC and Adchemy, Inc.

Mortgage Lead Purchase Agreement, effective 2/1/13, by and between Adchemy, Inc. and Bridgeview Bank Mortgage

Advertising Affiliate Agreement, effective date 6/4/10, by and between Adchemy, Inc. and CUnet, LLC.

Mortgage Lead Purchase Agreement, effective 12/23/11, by and between Adchemy, Inc. and Fortren Funding LLC

Amendment signed 6/17/13, to the Mortgage Lead Purchase Agreement, effective 12/23/11, by and between Adchemy, Inc. and Fortren Funding LLC

Mortgage Lead Purchase Agreement, effective 2/4/13, by and between Adchemy, Inc. and Global Equity Finance, Inc.

Amendment signed 2/15/13, to the Mortgage Lead Purchase Agreement, effective 2/4/13, by and between Adchemy, Inc. and Global Equity Finance, Inc.

Advertiser Lead Referral Agreement, effective date 5/7/09, by and between Adchemy, Inc. and Grantham University

Mortgage Lead Purchase Agreement, effective 4/1/13, by and between Adchemy, Inc. and Guaranteed Rate, Inc.

Service Agreement, made as of 11/21/06, by and between Adchemy, Inc. and Hunter Financial Group, LLC

Service Agreement, made as of 11/21/06, by and between Adchemy, Inc. and Hunter Financial Group, LLC

Amendment signed 7/8/13, to the Service Agreement, made as of 11/21/06, by and between Adchemy, Inc. and Hunter Financial Group, LLC

Mortgage Lead Purchase Agreement, effective 8/12/08, by and between Adchemy, Inc. and Integrated Financial Group

Leads Contract, signed 4/22/13, by and between Adchemy, Inc. and Liberty University

Amendment signed 6/18/13, to the Mortgage Lead Purchase Agreement, by and between Adchemy, Inc. and New View Mortgage

Mortgage Lead Purchase Agreement, effective 8/2/11, by and between Adchemy, Inc. and Burst Media Group, Inc.

Mortgage Lead Purchase Agreement, effective 11/11/10, by and between Adchemy, Inc. and Paradigm Equity Partners, LLC

Mortgage Lead Purchase Agreement, effective 6/13/13, by and between Adchemy, Inc. and Prime Lending - Glen Allen Bank

Mortgage Lead Purchase Agreement and Insertion Orders and Schedules, is made as of 12/4/12, by and between Adchemy, Inc. and Prime Lending

Mortgage Lead Purchase Agreement and the Exhibits and Schedules, effective date 4/1/11, by and between Adchemy, Inc. and RMC Vanguard Mortgage

Amendment signed 7/12/13, to the Mortgage Lead Purchase Agreement and the Exhibits and Schedules, effective date 5/1/11, by and between Adchemy, Inc. and iLeads.com

Mortgage Lead Purchase Agreement and the Exhibits and Schedules, effective date 5/1/11, by and between Adchemy, Inc. and iLeads.com a Division of CoreLogic, Inc.

Advertiser Agreement, effective as of 3/3/10, by and between CPX Interactive, LLC and Adchemy Inc.

Advertiser Agreement, effective as of 4/2/09, by and between CPX Interactive, LLC and Adchemy Inc.

Insertion Order, signed 1/12/12, by and between Adchemy, Inc. and Media Force Ltd.

Data and Marketing Agreement, effective as of 9/30/12, by and between Adchemy, Inc. and iLeads.com LLC

Insertion Order, signed 7/15/13, by and between Adchemy, Inc. and Transcend Media

Addendum effective 3/16/11, to the BidSystem Adchemy, Inc. Terms and Conditions Agreement made on or about 2/18/10, by and between Adchemy, Inc. and Adknowledge, Inc.

BidSystem Adchemy Inc. Terms and Conditions Agreement made on or about 2/18/10, by and between Adchemy, Inc. and Adknowledge, Inc.

Super Rewards Insertion Order, effective 9/29/09, by and between Adknowledge, Inc. and Adchemy, Inc.

Insertion Order, made on or about 3/25/13, by and between AdMarketplace Search Advertising and Adchemy, Inc.

Insertion Order, made on or about 3/12/13, by and between Adchemy, Inc. and AffiliateNetwork.com Marketing LLC

Insertion Order, made on or about 6/24/13, by and between Adchemy, Inc. and AffiliateNetwork.com Marketing LLC

Insertion Order - Exhibit A, made on or about 6/25/13, by and between Bankrate and Adchemy, Inc.

Insertion Order, made on or about 4/1/13, by and between Adchemy, Inc. and Blackfin Media Group LLC

Terms & Conditions, by and between BrokersWeb and Adchemy, Inc.

Advertiser Agreement, effective 3/3/10, by and between CPX Interactive, LLC and Adchemy, Inc.

Insertion Order, made on or about 3/27/13, by and between Adchemy, Inc. and CPX Interactive dba Affiture

Adchemy Compliance Agreement - November 2011, signed 12/5/11, by CPX Interactive dba Affiture

Adchemy Compliance Agreement - November 2011, signed 12/5/11, by CPX Interactive dba Affiture

Advertiser Agreement, effective 12/28/10, by and between CPX Interactive and Adchemy, Inc.

Insertion Order, made on or about 3/27/13, by and between Adchemy, Inc. and CPX Interactive dba Affiture

Advertiser Terms and Conditions, effective 8/1/12, by and between CPX Interactive LLC and Adchemy, Inc.

Insertion Order, made on or about 2/14/13, by and between Adchemy, Inc. and Careerbuilder LLC

Insertion Order, made on or about 5/7/13, by and between Adchemy, Inc. and Careerbuilder LLC

Insertion Order, made on or about 5/6/13, by and between Adchemy, Inc. and Diablo Media, LLC

Addendum effective 11/16/10, to the Email Campaign Agreement made on or about 11/16/10, by and between Adchemy, Inc. and InsidersReferral.com, Inc.

Insertion Order, made on or about 6/4/13, by and between Adchemy, Inc. and InsidersReferral.com, Inc. dba Jobs2Careers

Insertion Order and Publisher Program Agreement, made on or about 11/16/10, by and between Adchemy, Inc. and InsidersReferral.com, Inc. dba Jobs2Careers

Adchemy Compliance Agreement - November 2011, signed 11/18/11, by InsidersReferral.com, Inc. dba Jobs2Careers

Insertion Order, made on or about 2/6/13, by and between Jumptap and Adchemy, Inc.

Publisher Program Agreement, by and between Adchemy, Inc. and Media Force

Insertion Order, made on or about 2/19/13, by and between NAF Digital and Adchemy, Inc.

Insertion Order, made on or about 4/3/13, by and between National Ad Force and Adchemy, Inc.

Insertion Order, made on or about 4/3/13, by and between National Ad Force and Adchemy, Inc.

Publisher Program Agreement and Insertion Order, effective 10/19/12, by and between Adchemy, Inc. and Offer Alliance dba PMA Media Group

Insertion Order, made on or about 4/29/13, by and between Publishers Clearing House "PCH.com" and Adchemy, Inc.

Insertion Order, made on or about 5/21/13, by and between Publishers Clearing House "PCH.com" and Adchemy, Inc.

Insertion Order, made on or about 6/5/13, by and between Publishers Clearing House "PCH.com" and Adchemy, Inc.

Insertion Order, made on or about 6/24/13, by and between Publishers Clearing House "PCH.com" and Adchemy, Inc.

Insertion Order, made on or about 3/12/13, by and between Publishers Clearing House "PCH.com" and Adchemy, Inc.

Publisher Program Agreement and Insertion Order, effective 2/27/13, by and between Adchemy, Inc. and Revenue Ads, LLC
Advertiser Insertion Order and Terms & Conditions, made on or about 4/13/10, by and between TrafficVance and Adchemy, Inc.
Addendum effective 10/1/10, to the Standard Adchemy, Inc. Publisher Program Agreement made on or about September 21, 2010, by and between Adchemy, Inc. and W4
Adchemy Compliance Agreement - November 2011, signed 11/18/11, by W4
Preemptible Insertion Order and Terms and Conditions, made on or about 3/25/13, by and between Yahoo! and Adchemy, Inc.
Insertion Order and Terms & Conditions, made on or about 6/29/11, by and between adMarketplace, Inc. and Adchemy, Inc.
Amendment signed 7/12/13, to the Mortgage Lead Purchase Agreement and the Exhibits and Schedules, effective date 5/1/11, by and between Adchemy, Inc. and iLeads.com
Publisher Program Agreement and Insertion Order, effective 2/26/12, by and between Adchemy, Inc. and FatText LLC dba Moolah Media
Advertising Insertion Order and Terms & Conditions, made on or about 11/29/12, by and between AOL and Adchemy, Inc.
Master Terms and Conditions, effective as of 1/1/10, by and between AOL Advertising, Inc. and Adchemy, Inc.
Addendum effective 4/10/12, to the Adchemy Insertion Order executed as of 4/10/12, by and between Adchemy, Inc. and AdCommunal Inc.
Flexible CPA, effective 6/28/2013, by and between Adchemy, Inc. and Pandora
Blank Publisher Program Agreement and Addendum
Insertion Order, made on or about 6/25/13, by and between Adchemy, Inc. and Bankrate, Inc.
Letter Re: Bankrate.com Advertising Campaigns, dated May 7, 2013, from Bankrate, Inc. and accepted and agreed to by Adchemy, Inc. dated June 21, 2013
Compliance Agreement, effective November 17, 2011, by and between Adchemy, Inc. and Bird Dog Media
Insertion Order, made on or about 1/29/13, by and between Adchemy, Inc. and bluTonic Inc.
Insertion Order and Standard Publisher Program Agreement, made on or about 10/15/12, by and between Adchemy, Inc. and B Two Direct
Insertion Order, effective January 15, 2013, by and between Adchemy, Inc. and CareerBuilder, LLC
Insertion Order, effective February 14, 2013, by and between Adchemy, Inc. and CareerBuilder, LLC
Compliance Agreement, effective November 14, 2011 by and between Adchemy, Inc. and CareerBuilder, LLC
casal - Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, American Association of Advertising Agencies (AAAA), Interactive Advertising Bureau
Insertion Order, effective August 5, 2010, by and between Adchemy, Inc. and Diablo Media, LLC
Addendum to the Standard Adchemy, Inc. Publisher Program Agreement, effective October 1, 2010, by and between Adchemy, Inc. and Diablo Media
Compliance Agreement, effective November 16, 2011 by and between Adchemy, Inc. and Diablo Media LLC
Insertion Order, Standard Publisher Program Agreement, effective March 17, 2010, by and between Adchemy, Inc. and FXG Inc.
Insertion Order, Standard Publisher Program Agreement and Addendum, effective October 18, 2011, by and between Adchemy, Inc. and FXG Inc.
Compliance Agreement, effective November 21, 2011 by and between Adchemy, Inc. and FXG Inc.
Statement of Rights and Responsibilities (click-through) - Facebook
Insertion Order, Publisher Program Agreement and Addendum, and Compliance Agreement, effective July 18, 2012, by and between Adchemy, Inc. and Fattext, LLC

Google Inc. Advertising Program Terms (click-through)

Insertion Order, Publisher Program Agreement and Addendum, and Compliance Agreement, effective July 23, 2012, by and between Adchemy, Inc. and Intela LLC

Insertion Order, effective February 21, 2013, by and between Adchemy, Inc. and Genome, Inc.

Insertion Order, effective February 21, 2013, by and between Adchemy, Inc. and Genome, Inc.

Insertion Order, Publisher Program Agreement and Addendum, Compliance Agreement, effective June 11, 2012, by and between AdChemey, Inc. and Media Best Interactive, LLC

Insertion Order, effective July 9, 2012, by and between Adchemy, Inc. and Media Best Interactive, LLC

Insertion Order, Publisher Program Agreement and Addendum, effective December 6, 2012, by and between AdChemey, Inc. and Media Whiz

Insertion Order, effective June 17, 2013, by and between AdChemey, Inc. and Media Whiz

Insertion Order, Publisher Program Agreement and Addendum, effective October 19, 2012, by and between AdChemey, Inc. and Offer Alliance dba PMA Media Group

Advertising Terms and Conditions, effective May 12, 2009, by and between Adchemy, Inc. and Publishers Clearing House LLC

Insertion Order, effective January 2, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, effective January 4, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, effective January 8, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, effective January 11, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, effective January 16, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, effective March 12, 2013, by and between AdChemey, Inc. and Publishers Clearing House

Insertion Order, Publisher Program Agreement and Addendum, and Compliance Agreement, effective February 6, 2012, by and between AdChemey, Inc. and Popular Marketing LLC

Addendum to Standard Publisher Agreement, effective March 1, 2011, by and between AdChemey, Inc. and Q Interactive LLC

Publisher Program Agreement, effective February 3, 2009, by and between AdChemey, Inc. and Q Interactive LLC

Insertion Order, effective April 8, 2011, by and between AdChemey, Inc. and Q Interactive LLC

Insertion Order, effective September 24, 2012, by and between AdChemey, Inc. and Snajajob.com, Inc.

Insertion Order, effective February 18, 2013, by and between AdChemey, Inc. and Snajajob.com, Inc.

Insertion Order, effective April 29, 2013, by and between AdChemey, Inc. and Snajajob.com, Inc.

Insertion Order, effective May 3, 2013, by and between AdChemey, Inc. and Snajajob.com, Inc.

Addendum to Standard Publisher Agreement, effective February 9, 2011, by and between AdChemey, Inc. and Spirevision, LLC

Terms and Conditions and Email Campaign Agreement, effective December 18, 2008, between AdChemey, Inc. and Spirevision, LLC

Terms and Conditions, effective June 22, 2010, by and between AdChemey, Inc. and Synacor, Inc.

Insertion Order, Standard Publisher Agreement and Amendment, Compliance Agreement, effective July 25, 2012, by and between AdChemey, Inc. and Tamba Media, Inc.

Insertion Order, Standard Publisher Agreement and Compliance Agreement, effective April 16, 2012, by and between AdChemey, Inc. and TrafikAds

Insertion Order, effective February 4, 2013, by and between Adchemy, Inc. and VHMnetwork LLC

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**TRADEMARK**  
**REEL: 005300 FRAME: 0843**

Insertion Order, Standard Publisher Agreement and Compliance Agreement, effective July 23, 2012, by and between Adchemy, Inc. and VHMnetwork LLC

Insertion Order, Standard Publisher Agreement and Compliance Agreement, effective July 9, 2012, by and between Adchemy, Inc. and WorkersWeb Com Inc.

Master Terms and Conditions and Program Terms - Yahoo (click-through)

Preemptible Insertion Order and Terms and Conditions, made on or about 3/25/13, by and between Yahoo! and Adchemy, Inc.

Insertion Order and Master Services Agreement, effective August 1, 2012, by and between Adchemy, Inc. and Yellowhammer Media, LLC

Insertion Order, effective May 2013, by and between Adchemy, Inc. and Yellowhammer Media, LLC

Insertion Order, effective May 2013, by and between Adchemy, Inc. and Yellowhammer Media, LLC

Insertion Order, Standard Publisher Agreement and Compliance Agreement, effective July 13, 2012, by and between Adchemy, Inc. and bluTonic Inc.

Insertion Order, Addendum to Insertion Order, Compliance Agreement, effective April 10, 2012, by and between Adchemy, Inc. and AdCommunal Inc.

BidSystem Advertiser Master Terms and Conditions, effective \_\_\_\_\_, by and between Adchemy, Inc. and Adknowledge, Inc.

Insertion Order, Standard Publisher Agreement and Addendum, effective October 15, 2012, by and between Adchemy, Inc. and B Two Direct

Insertion Order, effective April 1, 2013, by and between Adchemy, Inc. and Blackfin Media Group LLC

Insertion Order, Standard Publisher Agreement and Addendum, Compliance Agreement, effective July 13, 2012, by and between Adchemy, Inc. and blueTonic Inc.

Advertiser Agreement, effective June 9, 2011, by and between Adchemy, Inc. and BrokersWeb, Inc.

Insertion Order, effective January 16, 2013, by and between Adchemy, Inc. and CareerBuilder, LLC

Amendment Two to the Agreement, effective February 1, 2012, by and between Adchemy, Inc. and Experian Marketing Solutions, Inc.

Insertion Order and Compliance Agreement, effective March 22, 2013, by and between Adchemy, Inc. and Affiture dba CPX Interactive

Insertion Order, effective May 6, 2013, by and between Adchemy, Inc. and Diablo Media, LLC

Insertion Order, Standard Publisher Agreement and Addendum, Compliance Agreement, effective July 18, 2012, by and between Adchemy, Inc. and Fattext, LLC

Insertion Order, Standard Publisher Agreement and Addendum, effective October 18, 2011, by and between Adchemy, Inc. and FXG Inc.

Insertion Order, effective June 29, 2012, by and between Adchemy, Inc. and iDrive Interactive, LLC

Insertion Order, effective June 4, 2013, by and between Adchemy, Inc. and InsidersReferral.com DBA Jobs2Careers

Insertion Order, Standard Publisher Agreement and Addendum, Compliance Agreement, effective July 23, 2012, by and between Adchemy, Inc. and Intela LLC

Insertion Order, effective March 18, 2013, by and between Adchemy, Inc. and Genome, Inc.

Insertion Order, Standard Publisher Agreement and Addendum, Compliance Agreement, effective June 13, 2012, by and between Adchemy, Inc. and Media Best Interactive, LLC

Insertion Order and Compliance Agreement, effective January 12, 2012, by and between Adchemy, Inc. and Media Force Ltd.

Insertion Order, Standard Publisher Program Agreement and Addendum, effective December 6, 2012, by and between Adchemy, Inc. and Media Whiz

Insertion Order, effective July 29, 2013, by and between Adchemy, Inc. and Pandora Performance

Insertion Order, Standard Publisher Agreement and Addendum, effective October 19, 2012, by and between Adchemy, Inc. and Offer Alliance dba PMA Media Group

Insertion Order, Standard Publisher Agreement and Addendum, Compliance Agreement, effective February 2, 2012, by and between Adchemy, Inc. and Popular Marketing, LLC



Advertising Terms and Conditions, effective May 12, 2009, by and between Adchemy, Inc. and Publishers Clearing House LLC

Insertion Order, Standard Publisher Program Agreement and Addendum, Compliance Agreement, effective February 27, 2013, by and between Adchemy, Inc. and Revenue Ads, LLC

Insertion Order, effective May 3, 2013, by and between Adchemy, Inc. and Snagajob.com

Insertion Order, effective April 18, 2013, by and between Adchemy, Inc. and XL Marketing

Insertion Order, Standard Publisher Program Agreement and Addendum and Compliance Agreement, effective July 25, 2012, by and between Adchemy, Inc. and Tamba Media, Inc.

Insertion Order, effective April 11, 2013, by and between Adchemy, Inc. and Trafficvance

Insertion Order, Standard Publisher Program Agreement and Addendum and Compliance Agreement, effective March 22, 2012, by and between Adchemy, Inc. and TrafikAds

Master Service Agreement and Schedule #1, effective September 29, 2008, by and between Adchemy, Inc. and Unsubcentral, Inc.

Insertion Order, effective February 4, 2013, by and between Adchemy, Inc. and VHMnetwork LLC

Insertion Order, effective February 2, 2011, by and between Adchemy, Inc. and W4

Insertion Order, Standard Publisher Program Agreement and Addendum and Compliance Agreement, effective July 9, 2012, by and between Adchemy, Inc. and WorkersWeb Com Inc.

Insertion Order, effective July 19, 2013, by and between Adchemy, Inc. and Yellowhammer Media, LLC

Data and Marketing Agreement, effective September 30, 2012, by and between Adchemy, Inc. and lleads.com, LLC

Amendment One to the Agreement, effective October 1, 2011, by and between Adchemy, Inc. and Experian Marketing solutions, Inc.

Amendment Two to the Agreement, effective February 1, 2012, by and between Adchemy, Inc. and Experian Marketing Solutions, Inc.

Addendum, effective March 2, 2010, by and between Driving Force Solutions, LLC and Adchemy, Inc.

General Agreement for Call Center Services, effective March 2, 2010, by and between Driving Force Solutions, LLC and Adchemy, Inc.

Addendum, effective March 3, 2010, by and between Adchemy, Inc. and Driving Force Solutions, LLC

Addendum, effective March 3, 2010, by and between Adchemy, Inc. and Driving Force Solutions, LLC

Experian - Adchemy Terms and Conditions, effective March 31, 2011, by and between Experian Marketing Solutions, Inc. and Experian Information Solutions, Inc.

Platform License and Master Services Agreement, effective January 18, 2013, by and between Nanigans, Inc. and Adchemy

Statement of Work, effective March 2, 2010, by and between Adchemy, Inc. and Driving Force Solutions, LLC

Amendment Number Eight, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Ten, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Eleven, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Twelve, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Five, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Four, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Nine, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number One, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number One, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Seven, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Six, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Three, effective January 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Amendment Number Two, effective January 20, 2010, by and between TargusInfo and Adchemy

Letter re: Change to mortgage lead purchase terms for shared leads, effective July 12, 2013, by and between Mike Miller (Adchemy) and Drew Warmington (iLeads.com)

Commercial Information Services Agreement, effective January 1, 2009, by and between Targus Information Corp. and Adchemy, Inc.

Amendment Number One, effective May 1, 2009, by and between Targus Information Corporation and Adchemy, Inc.

Master Services Agreement, effective September 26, 2008, by and between UnsubCentral, Inc. and Adchemy

General Agreement for Call Center Services, effective February 15, 2013, by and between Transcend, Media, LLC and Adchemy, Inc.

Insertion Order, effective February 28, 2013, by and between Transcend Media LLC and Adchemy

Atlassian End User License Agreement

Keynote Systems Enterprise Subscription Services Agreement

Continuent standard terms

Continuent Tungsten license terms

IBM International Program License Agreement

Internap IP and CDN Services SLA

**Internap terms and conditions**

Proposal for one year subscription for two Continuent Tungsten, dated November 26, 2012, by and between Adchemy, Inc. and Continuent

DYN Services Agreement, dated April 30, 2012, by and between Adchemy, Inc. and Dynamic Network Services, Inc.

DYN Services Agreement, dated April 30, 2012, by and between Adchemy, Inc. and Dynamic Network Services, Inc.

Statement of Work, dated July 9, 2009, by and between Adchemy, Inc. and Equinix

Master Services Agreement, effective date November 30, 2006, by and between Adchemy, Inc. and Equinix Operating Co., Inc.

Statement of Work, dated June 4, 2008, by and between Adchemy, Inc. and Equinix

Termination Notice, dated May 22, 2013, by and between Adchemy, Inc. and Equinix, Inc.

Master Services Agreement, effective date November 30, 2006, by and between Adchemy, Inc. and Equinix Operating Co., Inc.

SV4 Equinix IBX Custom Order No. S-134074, dated July 19, 2013, by and between Adchemy, Inc. and Equinix

SV4 Equinix IBX Custom Order No. S-134032, dated July 17, 2013, by and between Adchemy, Inc. and Equinix

Manual SOW Amendment, effective January 16, 2009, by and between Adchemy, Inc. and Equinix

Equinix email saying to ignore policy changes, dated September 6, 2012, by and between Karthik Sethupathy at Adchemy, Inc. and Rrhea Tahiliani at Equinix

Letter re New Global IBX Centre Policies, dated July 16, 2012, by and between Adchemy, Inc. and Equinix
Letter dated 9-22-11 re Price Adjustment, effective December 1, 2011, by and between Adchemy, Inc. and Equinix
Letter dated 8-27-12 re Price Adjustment, effective December 1, 2012, by and between Adchemy, Inc. and Equinix
Email from Ben Patch re DC5 Decommission, dated May 22, 2013, by and between Ben Patch and Stacey Giamalis at Adchemy, Inc.
Software Subscription and Support Renewal Order Form, dated March 1, 2009, by and between Adchemy, Inc. and IBM and Software Subscription and Support Renewal, dated April 8, 2009, by and between Adchemy, Inc. and IBM
Sales Order Summary, effective October 7, 2009, by and between Adchemy, Inc. and Internap
Sales Order Summary, effective December 1, 2009, by and between Adchemy, Inc. and Internap
Sales Order, dated July 17, 2013, by and between Adchemy, Inc. and Internap
Quote/Oder No. 1-3PBL18 Rev. #1, dated January 22, 2009, by and between Adchemy, Inc. and Keynote Systems
Price Quotation and Purchase Agreement, effective September 27, 2011, by and between Adchemy, Inc. and MicroStrategy Services Corporation
End-user License Agreement, effective July 21, 2008, by and between Adchemy, Inc. and MaxMind, Inc.
Exhibit A to Price Quotation and Purchase Agreement, effective October 21, 2010, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Hosted Application Service Provider Agreement, effective March 31, 2009, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Hosted Application Service Provider Agreement, effective May 1, 2009, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Price Quotation and Purchase Agreement, effective June 1, 2009, by and between Adchemy, Inc. and MicroStrategy
Exhibit A to Price Quotation and Purchase Agreement, effective May 1, 2009, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Price Quotation and Purchase Agreement, effective September 3, 2010, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Price Quotation and Purchase Agreement, effective April 11, 2011, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Price Quotation and Purchase Agreement, effective April 25, 2011, by and between Adchemy, Inc. and MicroStrategy Services Corporation
Exhibit A to Price Quotation and Purchase Agreement, effective September 16, 2010, by and between Adchemy, Inc. and MicroStrategy Services Corporation

Any and all amendments to the contracts listed above, including without limitation letter agreements with mortgage lead customers to amend the underlying agreement to allow Adchemy to sell mortgage leads up to five (5) times

Any and all executory insertion and purchase orders under the contracts listed above in existence as of the Closing Date.

No contract with Freedom Mortgage Corporation, and mortgage lead customer, can be located and may not exist. We are seeking to have Freedom Mortgage sign a new one.

All contracts (and amendments thereto) with active customers of the Business that are not listed above

All contracts (and amendments thereto) with active publishers of the Business that are not listed above

All nondisclosure agreements with customers, publishers or vendors exclusively related to the Business

All contracts with active consultants/independent contractors exclusively related to the Business

Quickbase license/consulting agreement

EchoSign agreement

Optim.al Terms of Use and all executory insertion orders thereunder or incorporating them

OptiMine bid management service agreement dated March 29, 2013

ReturnPath Master Services Agreement dated January 15, 2013

AdSwerve Agreement dated 10/23/12

Lashback Master Services Agreement dated July 30, 2009

CPA Detective, LLC Insertion Order and Terms and Conditions

EngageClick Agreement dated June 3, 2013

Lease agreements with ABC Virtual Offices in OH, Eight Main Street Associates in NJ, and Blue Springs Office Suites and Business Center in MO (related to mortgage license requirements)

2.1(c)

**Pre-closing A/R: \$2,971,101** as calculated and set forth in the attached aging report, attached to this schedule as **Annex 2**

NOTE: this will be finalized as soon as possible on a post-Closing basis with the help of Transferred Employees with access to Acquired Assets.

2.1(d)

All data, records, files and documents requested pursuant to 2.1(d)(i) shall be delivered and saved in the technology delivered.

All customer and supplier information requested pursuant to 2.1(d)(ii) shall be delivered with the help of the Transferred Employees.

Seller shall deliver all supporting invoices for pre-closing A/R as set forth in Schedule 2.1(c) above and pre closing A/P as set forth in Schedule 2.3(b) below. Seller is not able to finalize this schedule (iii) until all books are closed for October and final invoices are

generated. Seller can provide copies for items in Pre-closing A/R related to revenue prior to October and for items in Pre-closing A/P.

2.1(e):

Rights in creative for ads, landing pages and other creative

Pricing and cost information for the Business

Any sales and marketing presentations and collateral for the Business

Any market studies exclusively related to the Business

Rights in Business customer and publisher lists

With respect to software and rights in software in-licenses, reference is made to Section 3.16 of this disclosure schedule

Rights in volume: form, conversion and other similar performance data related exclusively to Actions advertisements, landing pages and web forms

Registered U.S. Trademarks--

Registered U.S. Trademarks	Registration Date	Registration Number
degrees.info	7 July 2009	3652853
helpmefinddegrees	7 July 2009	3652855
helpmefindmortgages;	14 July 2009	3656136
RateMarketplace	7 July 2009	3652854

U.S. Patents & Patent Applications:

*ALPS issued patent: US Patent No. 7,966,564*, issued 6/21/2011

*ALPS continuation application: U.S. Patent Application No. 13/164585* -Using Visitor Context and Web Page Features to Select Web Pages for Display.

*Matcher issued patent: US Patent No. 8,296,176*, issued 10/23/2012

*Matcher continuation application: U.S. Patent Application No. 13/657,507* - Matching Lead Filter to Visitors.

Domain Names:

**Domain Name Expires Status**

1800CLASSES.COM 8/15/2013 Active - Locked

4848-4762-3702.

1800DEGREES.COM 8/15/2013 Active - Locked  
60SECONDCREDIT.COM 6/7/2013 Active - Locked  
ADVICE4HER.COM 6/4/2013 Active - Locked  
ADVICEFORHER.COM 6/4/2013 Active - Locked  
AIU-COLLEGE.COM 12/3/2013 Active - Locked  
AIU-DEGREESONLINE.COM 10/3/2013 Active - Locked  
AIU-EDUCATION.COM 2/22/2014 Active - Locked  
AIU-EDUCATION.INFO 2/22/2014 Active - Locked  
AIU-ONLINEDEGREES.INFO 12/3/2013 Active - Locked  
AIU-ONLINEDUCATION.COM 12/3/2013 Active - Locked  
AIU4U.COM 2/25/2013 Active - Locked  
ART-INST.COM 7/27/2013 Active - Locked  
ARTDEGREESONLINE.COM 6/9/2013 Active - Locked  
ARTISTEDUCATION.INFO 8/1/2013 Active - Locked  
ARTSCLASSES.INFO 8/1/2013 Active - Locked  
ARTSLEARNING.COM 8/1/2013 Active - Locked  
AUTOINSSEARCH.COM 7/30/2013 Active - Locked  
AUTOINSSOLUTIONS.COM 7/30/2013 Active - Locked  
BESTAUTOINSURANCEPRO.CO 2/6/2013 Active - Locked  
BESTAUTOINSURANCEPRO.COM 3/10/2013 Active - Locked  
BESTAUTOINSURANCEPRO.NET 3/10/2013 Active - Locked  
BESTCRIMINALJUSTICEDEGREES.COM 10/15/2013 Active - Locked  
BESTDEGREE-SEARCH.INFO 10/9/2013 Active - Locked  
BESTHUMANSERVICEDEGREES.COM 10/15/2013 Active - Locked  
BESTONLINEBUSINESSDEGREE.COM 8/10/2013 Active - Locked  
BUSINESS-DEGREESNOW.COM 10/1/2013 Active - Locked  
BUSINESS-MANAGEMENTDEGREES.COM 12/14/2013 Active - Locked

BUSINESSDEGREEPROGRAMSONLINE.COM 8/10/2013 Active - Locked  
BUSINESSDEGREES.INFO 7/19/2013 Active - Locked  
CAPELLA-COLLEGE.COM 12/3/2013 Active - Locked  
CAPELLA-DEGREEONLINE.COM 12/3/2013 Active - Locked  
CAPELLA-DEGREES.INFO 12/3/2013 Active - Locked  
CAPELLA4U.COM 2/25/2013 Active - Locked  
CAPELLABACHELORS.COM 2/25/2013 Active - Locked  
CAPELLADEGREES.INFO 12/3/2013 Active - Locked  
CAPELLAPHD.COM 2/25/2013 Active - Locked  
CAREER-ADVISOR.ORG 10/26/2013 Active - Locked  
CAREER-COLLEGES.INFO 8/26/2013 Active - Locked  
CAREER-EDUCATION-ONLINE.ORG 8/26/2013 Active - Locked  
CAREERCHARGE.COM 6/9/2013 Active - Locked  
CISDEGREESONLINE.COM 12/14/2013 Active - Locked  
CLASS-SEARCH.COM 4/7/2013 Active - Locked  
CLASSES-SEARCH.COM 4/7/2013 Active - Locked  
CLASSES GALORE.COM 1/6/2014 Active - Locked  
CLASSES HQ.COM 5/15/2013 Active - Locked  
CLASSES HUB.COM 5/13/2013 Active - Locked  
CLASSES LINK.COM 5/13/2013 Active - Locked  
CLASSES SEARCH.COM 4/7/2013 Active - Locked  
COLORADOTECH-UNIVERSITY.COM 2/12/2013 Active - Locked  
COLORADOTECH4U.COM 2/25/2013 Active - Locked  
CONCORD-LAW-UNIVERSITY.COM 12/3/2013 Active - Locked  
CONCORD-LAWONLINE.COM 12/3/2013 Active - Locked  
CONCORD-ONLINEDEGREE.COM 12/3/2013 Active - Locked  
CONCORDLAWONLINE.INFO 3/13/2013 Active - Locked

CONCORDUNIVERSITY.INFO 3/13/2013 Active - Locked  
CORINTHIANCAMPUSES.COM 3/13/2013 Active - Locked  
CORINTHIANDEGREES.COM 3/13/2013 Active - Locked  
CORINTHIANUNIVERSITIES.COM 3/13/2013 Active - Locked  
CREDENTIALS4U.COM 5/15/2013 Active - Locked  
CRIMINAL-JUSTICE-DEGREES.INFO 7/17/2013 Active - Locked  
CRIMINAL-JUSTICE-PHOENIX.COM 7/17/2013 Active - Locked  
CRIMINALJUSTICE-INFO.COM 9/2/2013 Active - Locked  
CRIMINALJUSTICEDEGREESNOW.COM 10/15/2013 Active - Locked  
CRIMINALJUSTICEPHOENIX.COM 9/2/2013 Active - Locked  
CTU-DEGREESONLINE.COM 12/3/2013 Active - Locked  
CTU-ONLINEUNIVERSITY.COM 12/3/2013 Active - Locked  
CTU-UNIVERSITY.COM 2/12/2013 Active - Locked  
CTUDEGREESONLINE.COM 12/3/2013 Active - Locked  
CULINARYDEGREESONLINE.COM 6/9/2013 Active - Locked  
CUSTOMERCONVERSIONFUNNEL.COM 5/4/2013 Active - Locked  
DATEMARKETPLACE.COM 2/27/2013 Active - Locked  
DEALERS4LESS.COM 6/4/2013 Active - Locked  
DEALERSFORLESS.COM 6/4/2013 Active - Locked  
DEAVERAGING.COM 5/4/2013 Active - Locked  
DEGREE-INFO-ONLINE.COM 12/3/2013 Active - Locked  
DEGREE-INFORMATION.NET 12/3/2013 Active - Locked  
DEGREE-IQ.COM 5/15/2013 Active - Locked  
DEGREE-SEARCH.INFO 10/9/2013 Active - Locked  
DEGREE-SEARCHONLINE.COM 10/9/2013 Active - Locked  
DEGREE-SEARCHONLINE.INFO 10/9/2013 Active - Locked  
DEGREE-SEARCHSITE.COM 10/9/2013 Active - Locked



DEGREE-SEARCHSITE.INFO 10/9/2013 Active - Locked  
DEGREEHQ.COM 5/15/2013 Active - Locked  
DEGREEINFORMATION.COM 10/15/2013 Active - Locked  
DEGREEIQ.COM 5/15/2013 Active - Locked  
DEGREEMARKETPLACE.COM 10/17/2013 Active - Locked  
DEGREENATION.COM 5/13/2013 Active - Locked  
DEGREES-CRIMINAL-JUSTICE.COM 7/17/2013 Active - Locked  
DEGREES-HUMANSERVICES.COM 9/2/2013 Active - Locked  
DEGREES-INFO-ONLINE.COM 4/29/2013 Active - Locked  
DEGREES-INFORMATION.COM 12/3/2013 Active - Locked  
DEGREES-MEDICAL-BILLING.COM 7/17/2013 Active - Locked  
DEGREES.INFO 9/17/2013 Active - Locked  
DEGREES4ME.COM 3/3/2013 Active - Locked  
DEGREES4U.COM 5/15/2013 Active - Locked  
DEGREESATCAPELLA.COM 2/25/2013 Active - Locked  
DEGREESATDEVRY.COM 6/20/2013 Active - Locked  
DEGREESATKELLER.COM 2/22/2014 Active - Locked  
DEGREESFINDER.COM 11/6/2017 Active - Locked  
DEGREESFORME.COM 3/3/2013 Active - Locked  
DEGREESHQ.COM 5/15/2013 Active - Locked  
DEGREESINBUSINESS.INFO 8/10/2013 Active - Locked  
DEGREESINFORMATION.COM 1/29/2014 Active - Locked  
DEGREESINFOSITE.COM 10/9/2013 Active - Locked  
DEGREESMARKETPLACE.COM 10/17/2013 Active - Locked  
DEGREESONLINETODAY.COM 10/9/2013 Active - Locked  
DEGREEWIKI.COM 12/21/2013 Active - Locked  
DESIGNEREDUCATION.INFO 8/1/2013 Active - Locked

DEVRY-ONLINEDEGREES.COM 12/3/2013 Active - Locked  
DEVRY-UNIVERSITY.INFO 12/3/2013 Active - Locked  
DEVRY-UNIVERSITYONLINE.COM 12/3/2013 Active - Locked  
DEVRY4U.COM 2/25/2013 Active - Locked  
DEVRYUNIV.COM 2/25/2013 Active - Locked  
DIPLOMA4U.COM 5/15/2013 Active - Locked  
DIPLOMAS4U.COM 5/15/2013 Active - Locked  
DISPLAYENGINEFUNNEL.COM 5/4/2013 Active - Locked  
DISPLAYENGINESUCCESS.COM 5/4/2013 Active - Locked  
DOCTORATECLASSES.COM 6/9/2013 Active - Locked  
EDUCATION-DEGREES-PHOENIX.COM 8/10/2013 Active - Locked  
EDUCATION-DEGREES.INFO 8/10/2013 Active - Locked  
EDUCATION-DEGREESONLINE.COM 8/10/2013 Active - Locked  
EDULOANSEARCH.COM 4/20/2013 Active - Locked  
ENHANCEMYCAREER.COM 2/16/2013 Active - Locked  
EONLINEGRADUATE.COM 10/15/2013 Active - Locked  
EONLINEUNIVERSITY.COM 10/15/2013 Active - Locked  
ESTRAYER.COM 2/25/2013 Active - Locked  
EVERESTDEGREES.COM 12/3/2013 Active - Locked  
EVERESTONLINEUNIVERSITY.COM 12/3/2013 Active - Locked  
EVERSAVE.US 9/3/2013 Active - Locked  
EXTRAORDINARYINSIGHTS.COM 6/4/2013 Active - Locked  
FIXEDRATEINFO.COM 6/9/2013 Active - Locked  
FMUDEGREES.COM 9/22/2014 Active - Locked  
FREEDEGREE-SEARCH.INFO 10/9/2013 Active - Locked  
GETMATCHEDWITHLENDERS.COM 10/19/2013 Active - Locked  
GETMATCHEDWITHSCHOOLS.COM 10/19/2013 Active - Locked

GETYOURCOLLEGEDEGREENOW.COM 1/7/2014 Active - Locked  
GOTOCAPPELLA.COM 2/25/2013 Active - Locked  
GRADUATIONHUB.COM 5/13/2013 Active - Locked  
HAMILTONUNIVERSITY.INFO 3/13/2013 Active - Locked  
HEALTHDEGREES-PHOENIX.COM 8/10/2013 Active - Locked  
HEALTHSCIENCEDEGREESONLINE.COM 12/14/2013 Active - Locked  
HEALTHSERVICES-PHOENIX.COM 8/10/2013 Active - Locked  
HELPMEFINDACCOUNTANTS.COM 10/16/2013 Active - Locked  
HELPMEFINDAGENTS.COM 10/16/2013 Active - Locked  
HELPMEFINDAIRFARES.COM 8/1/2013 Active - Locked  
HELPMEFINDALL.COM 6/4/2013 Active - Locked  
HELPMEFINDANSWERS.COM 6/4/2013 Active - Locked  
HELPMEFINDANYTHING.COM 10/16/2013 Active - Locked  
HELPMEFINDAUTOINSURANCE.COM 7/1/2013 Active - Locked  
HELPMEFINDBANKS.COM 9/27/2013 Active - Locked  
HELPMEFINDBEAUTY.COM 9/29/2013 Active - Locked  
HELPMEFINDBOOKCLUBS.COM 10/16/2013 Active - Locked  
HELPMEFINDCARINSURANCE.COM 10/16/2013 Active - Locked  
HELPMEFINDCARS.COM 10/16/2013 Active - Locked  
HELPMEFINDCDS.COM 10/16/2013 Active - Locked  
HELPMEFINDCONTRACTORS.COM 10/16/2013 Active - Locked  
HELPMEFINDCOSMETICSURGEONS.COM 10/16/2013 Active - Locked  
HELPMEFINDCREDITCARDS.COM 10/16/2013 Active - Locked  
HELPMEFINDCRUISES.COM 8/1/2013 Active - Locked  
HELPMEFINDDATES.COM 9/27/2013 Active - Locked  
HELPMEFINDDATING.COM 9/27/2013 Active - Locked  
HELPMEFINDDEALERS.COM 10/16/2013 Active - Locked

HELPMEFINDDEBTCOUNSELLORS.COM 10/16/2013 Active - Locked  
HELPMEFINDDEBTFORGIVENESS.COM 10/16/2013 Active - Locked  
HELPMEFINDDEBTSOLUTIONS.COM 7/7/2013 Active - Locked  
HELPMEFINDDEGREES.CO 2/6/2013 Active - Locked  
HELPMEFINDDEGREES.COM 10/16/2013 Active - Locked  
HELPMEFINDDEGREES.INFO 12/3/2013 Active - Locked  
HELPMEFINDDEGREES.NET 12/3/2013 Active - Locked  
HELPMEFINDDEGREES.ORG 12/3/2013 Active - Locked  
HELPMEFINDDENTISTS.COM 10/16/2013 Active - Locked  
HELPMEFINDDIETS.COM 9/29/2013 Active - Locked  
HELPMEFINDDOCTORS.COM 10/16/2013 Active - Locked  
HELPMEFINDDVDS.COM 10/16/2013 Active - Locked  
HELPMEFINDEVERYTHING.COM 10/16/2013 Active - Locked  
HELPMEFINDFINANCIALADVISORS.COM 10/16/2013 Active - Locked  
HELPMEFINDFLIGHTS.COM 8/1/2013 Active - Locked  
HELPMEFINDHEALTH.COM 9/29/2013 Active - Locked  
HELPMEFINDHELP.COM 7/17/2013 Active - Locked  
HELPMEFINDHOMEIMPROVEMENTS.COM 10/16/2013 Active - Locked  
HELPMEFINDHOMEINSURANCE.COM 10/16/2013 Active - Locked  
HELPMEFINDHOMESERVICES.COM 9/28/2013 Active - Locked  
HELPMEFINDHOTELS.COM 8/1/2013 Active - Locked  
HELPMEFINDHOUSES.COM 10/16/2013 Active - Locked  
HELPMEFINDINFO.COM 7/17/2013 Active - Locked  
HELPMEFINDINSURANCE.INFO 10/7/2013 Active - Locked  
HELPMEFINDINSURANCE.NET 10/7/2013 Active - Locked  
HELPMEFINDINSURERS.COM 7/30/2013 Active - Locked  
HELPMEFINDIT.NET 6/4/2013 Active - Locked

HELPMEFINDITALL.COM 6/4/2013 Active - Locked  
HELPMEFINDLASIKDRS.COM 10/16/2013Active - Locked  
HELPMEFINDLAWYERS.COM 10/16/2013Active - Locked  
HELPMEFINDLENDERS.COM 10/24/2013Active - Locked  
HELPMEFINDLIFEINSURANCE.COM 10/16/2013Active - Locked  
HELPMEFINDMORTGAGES.CO 2/6/2013 Active - Locked  
HELPMEFINDMORTGAGES.COM 10/16/2013Active - Locked  
HELPMEFINDMORTGAGES.INFO 12/3/2013 Active - Locked  
HELPMEFINDMORTGAGES.NET 12/3/2013 Active - Locked  
HELPMEFINDMORTGAGES.ORG 12/3/2013 Active - Locked  
HELPMEFINDMORTGAGESINTL.COM 1/15/2014 Active - Locked  
HELPMEFINDMOVERS.COM 10/16/2013Active - Locked  
HELPMEFINDNEWCARS.COM 10/16/2013Active - Locked  
HELPMEFINDPERSONALLOANS.COM 9/29/2013 Active - Locked  
HELPMEFINDPLUMBERS.COM 10/16/2013Active - Locked  
HELPMEFINDPOLICIES.COM 7/30/2013 Active - Locked  
HELPMEFINDQUOTES.COM 7/30/2013 Active - Locked  
HELPMEFINDREALESTATE.COM 10/16/2013Active - Locked  
HELPMEFINDRENTALCARS.COM 8/1/2013 Active - Locked  
HELPMEFINDREPAIRMEN.COM 10/16/2013Active - Locked  
HELPMEFINDSAVINGS.COM 7/17/2013 Active - Locked  
HELPMEFINDSCHOOLS.COM 10/16/2013Active - Locked  
HELPMEFINDSERVICE.COM 7/17/2013 Active - Locked  
HELPMEFINDSERVICES.COM 7/17/2013 Active - Locked  
HELPMEFINDSINGLES.COM 9/27/2013 Active - Locked  
HELPMEFINDSTOCKBROKERS.COM 10/16/2013Active - Locked  
HELPMEFINDSTUFF.COM 6/4/2013 Active - Locked

HELPMEFINDSURGEONS.COM 10/16/2013 Active - Locked  
HELPMEFINDTRAVELDEALS.COM 8/1/2013 Active - Locked  
HELPMEFINDUSED CARS.COM 10/16/2013 Active - Locked  
HELPMELEARNMORE.COM 6/4/2013 Active - Locked  
HERCHECKLIST.COM 6/4/2013 Active - Locked  
HESSERCOLLEGE.INFO 3/13/2013 Active - Locked  
HESSERUNIVERSITY.INFO 3/13/2013 Active - Locked  
HMFANYTHING.COM 7/25/2013 Active - Locked  
HMF MORTGAGES.COM 5/2/2013 Active - Locked  
HMFREFI.COM 5/2/2013 Active - Locked  
HOSPITALITY-DEGREES-ONLINE.COM 7/17/2013 Active - Locked  
HOSPITALITY-DEGREES.COM 8/10/2013 Active - Locked  
HOSPITALITY-DEGREESONLINE.COM 8/10/2013 Active - Locked  
HOSPITALITYDEGREES.COM 8/10/2013 Active - Locked  
HOSPITALITYDEGREESONLINE.COM 8/10/2013 Active - Locked  
HUMAN-SERVICES-DEGREES.COM 7/17/2013 Active - Locked  
HUMAN SERVICE DEGREES NOW.COM 10/15/2013 Active - Locked  
HUMAN SERVICES-PHOENIX.COM 7/22/2013 Active - Locked  
HUMAN SERVICES DEGREES.INFO 7/17/2013 Active - Locked  
HUMAN SERVICES PHOENIX.COM 9/2/2013 Active - Locked  
INFORMATIONSCIENCEDEGREES.COM 12/14/2013 Active - Locked  
INSURANCE RATES US.COM 7/30/2013 Active - Locked  
INTERNET MORTGAGE RATES.COM 4/3/2014 Active - Locked  
IT-DEGREES-ONLINE.COM 8/10/2013 Active - Locked  
ITT4U.COM 2/25/2013 Active - Locked  
ITTDEGREES.COM 2/25/2013 Active - Locked  
KAPLAN-COLLEGE.INFO 12/3/2013 Active - Locked

KAPLAN-UNIVERSITY-ONLINE.INFO 12/3/2013 Active - Locked  
KAPLAN4U.COM 2/25/2013 Active - Locked  
KAPLANDEGREES.INFO 12/3/2013 Active - Locked  
KAPLANDEGREES.NET 12/3/2013 Active - Locked  
KAPLANONLINE.INFO 12/3/2013 Active - Locked  
KAPLANONLINEDEGREES.COM 12/3/2013 Active - Locked  
KELLER-UNIV.COM 2/22/2014 Active - Locked  
KELLERU.COM 2/22/2014 Active - Locked  
KELLERUNIV.COM 2/22/2014 Active - Locked  
KENNEDY-WESTERNDEGREES.INFO 9/26/2013 Active - Locked  
KWU-UNIVERSITY.COM 9/25/2013 Active - Locked  
LEADSONAR.COM 1/7/2014 Active - Locked  
LENDERCOMPASS.COM 1/11/2014 Active - Locked  
LOCALRATEFINDER.COM 9/29/2013 Active - Locked  
LOCATE-DEGREES.COM 10/20/2013 Active - Locked  
LOCATE-EDU.COM 10/20/2013 Active - Locked  
LOCATE-MORTGAGE.COM 10/20/2013 Active - Locked  
LOCATE-MORTGAGES.COM 10/20/2013 Active - Locked  
LOCATE-RATES.COM 10/20/2013 Active - Locked  
LOCATE-SCHOOLS.COM 10/20/2013 Active - Locked  
LOCATEDEGREES.CO 2/6/2013 Active - Locked  
LOCATEDEGREES.COM 10/20/2013 Active - Locked  
LOCATEDEGREES.NET 10/20/2013 Active - Locked  
LOCATEEDU.COM 10/20/2013 Active - Locked  
LOCATEMORTGAGES.NET 10/20/2013 Active - Locked  
LOCATERATES.NET 10/20/2013 Active - Locked  
LOWERCCDEBT.COM 8/21/2013 Active - Locked

LPNCLASSES.COM 6/9/2013 Active - Locked  
LPNDISTANCE.COM 6/9/2013 Active - Locked  
MARICUNIVERSITY.INFO 3/13/2013 Active - Locked  
MATCH-MAGIC.COM 10/23/2014Active - Locked  
MATCHRESPONSE.COM 9/13/2014 Active - Locked  
MEDIAARTSDEGREESONLINE.COM 12/14/2013Active - Locked  
MEDICAL-BILLING-DEGREES.INFO 7/17/2013 Active - Locked  
MEDICAL-BILLING-DEGREESONLINE.COM 8/10/2013 Active - Locked  
MEDICAL-BILLING-EDUCATION.COM 7/17/2013 Active - Locked  
MEDICAL-BILLING-PHOENIX.COM 8/10/2013 Active - Locked  
MEDICALBILLING-PHOENIX.COM 7/17/2013 Active - Locked  
MEDICALBILLING-PHOENIX.INFO 8/10/2013 Active - Locked  
MEDICALBILLINGPHOENIX.INFO 8/10/2013 Active - Locked  
MEDICALSERVICEDEGREES.COM 10/15/2013Active - Locked  
MEDICALSERVICEDEGREESONLINE.COM 10/15/2013Active - Locked  
MORTGAGECALCULATORSTORE.COM 12/14/2013Active - Locked  
MORTGAGERATESTODAY.ORG 12/3/2013 Active - Locked  
MOTORHUNT.COM 6/4/2013 Active - Locked  
MOTORHUNTER.COM 6/4/2013 Active - Locked  
MYBUSINESS-DEGREES.COM 10/1/2013 Active - Locked  
MYCRIMINALJUSTICEDEGREES.COM 10/15/2013Active - Locked  
MYDEGREE-SEARCH.COM 10/9/2013 Active - Locked  
MYDEGREE-SEARCH.INFO 10/9/2013 Active - Locked  
MYDEGREESINFO.COM 8/25/2013 Active - Locked  
MYDEGREESITE.INFO 10/9/2013 Active - Locked  
MYDEGREETODAY.COM 10/9/2013 Active - Locked  
MYDEGREETODAY.INFO 10/9/2013 Active - Locked

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**TRADEMARK**  
**REEL: 005300 FRAME: 0860**



MYHUMANSERVICEDEGREES.COM 10/15/2013 Active - Locked  
MYONLINEMORTGAGERATES.COM 12/15/2013 Active - Locked  
MYPHOENIX-BUSINESS-DEGREES.COM 10/1/2013 Active - Locked  
NEWDEGREES.INFO 8/25/2013 Active - Locked  
OBJECTIVE-COLLEGE-REVIEWS.COM 5/15/2013 Active - Locked  
OBJECTIVE-DEGREE-REVIEWS.COM 5/15/2013 Active - Locked  
OBJECTIVE-EDUCATION-REVIEWS.COM 5/15/2013 Active - Locked  
ONIINE-CLASSES.COM 6/9/2013 Active - Locked  
ONIINE-COLLEGES.COM 6/9/2013 Active - Locked  
ONIINE-EDUCATION.COM 6/9/2013 Active - Locked  
ONIINE-UNIVERSITIES.COM 6/9/2013 Active - Locked  
ONIINECLASSES.COM 6/9/2013 Active - Locked  
ONLINE-CAREER-COLLEGES.COM 8/25/2013 Active - Locked  
ONLINE-DEGREES101.COM 4/4/2014 Active - Locked  
ONLINE-EDUCATION-DIRECT.COM 4/29/2013 Active - Locked  
ONLINE-EDUCATION-DIRECT.INFO 4/29/2013 Active - Locked  
ONLINEDEGREESNETWORK.COM 10/13/2013 Active - Locked  
ONLINESCHOOL-DEGREES.COM 10/13/2013 Active - Locked  
ORDINARYINSIGHTS.COM 6/4/2013 Active - Locked  
PHOENIX-BUSINESS-DEGREES.COM 10/1/2013 Active - Locked  
PHOENIX-CRIMINAL-JUSTICE.COM 8/10/2013 Active - Locked  
PHOENIX-CRIMINALJUSTICEDEGREE.COM 8/10/2013 Active - Locked  
PHOENIX-DEGREES-INFO.COM 10/9/2013 Active - Locked  
PHOENIX-DEGREES.COM 7/27/2013 Active - Locked  
PHOENIX-ED-ONLINE.COM 7/9/2013 Active - Locked  
PHOENIX-ED-ONLINE.INFO 7/9/2013 Active - Locked  
PHOENIX-EDUCATION-DEGREES.COM 8/10/2013 Active - Locked

PHOENIX-EDUCATIONDEGREES.COM 8/10/2013 Active - Locked  
PHOENIX-EDUCATIONDEGREES.INFO 8/10/2013 Active - Locked  
PHOENIX-HOSPITALITY-DEGREES.COM 8/10/2013 Active - Locked  
PHOENIX-HOSPITALITYDEGREES.COM 8/10/2013 Active - Locked  
PHOENIX-HOSPITALITYDEGREES.INFO 8/10/2013 Active - Locked  
PHOENIX-HUMAN-SERVICES.COM 8/10/2013 Active - Locked  
PHOENIX-HUMANSERVICES.COM 7/22/2013 Active - Locked  
PHOENIX-HUMANSERVICES.INFO 8/10/2013 Active - Locked  
PHOENIX-IT-DEGREES.COM 8/10/2013 Active - Locked  
PHOENIX-MEDICAL-BILLING.COM 7/17/2013 Active - Locked  
PHOENIX-ONLINE-EDU.COM 7/9/2013 Active - Locked  
PHOENIX-TECH-DEGREES.COM 8/10/2013 Active - Locked  
PHOENIX-UNIV.COM 7/9/2013 Active - Locked  
PHOENIX-UNIV.INFO 7/9/2013 Active - Locked  
PHOENIXBUSINESSDEGREES.COM 10/1/2013 Active - Locked  
PHOENIXDEGREEINFO.COM 10/9/2013 Active - Locked  
PHOENIXDEGREES.INFO 12/3/2013 Active - Locked  
PHOENIXDEGREESINFO.COM 6/2/2013 Active - Locked  
PHOENIXHEALTHDEGREES.COM 8/10/2013 Active - Locked  
PHOENIXHUMANSERVICEDEGREES.COM 9/2/2013 Active - Locked  
PHOENIXHUMANSERVICES.COM 8/10/2013 Active - Locked  
PHOENIXMEDICALDEGREES.COM 8/10/2013 Active - Locked  
PHOENIXONLINEDEGREES.COM 12/3/2013 Active - Locked  
PHOENIXPSYCHOLOGYDEGREES.COM 8/10/2013 Active - Locked  
PHOENIXPSYCHOLOGYDEGREES.INFO 8/10/2013 Active - Locked  
PSYCHOLOGY-DEGREES.INFO 8/10/2013 Active - Locked  
PSYCHOLOGY-DEGREESONLINE.COM 8/10/2013 Active - Locked

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**TRADEMARK**  
**REEL: 005300 FRAME: 0862**

PSYCHOLOGYDEGREES.INFO 10/22/2013 Active - Locked  
PSYCHOLOGYDEGREESNOW.COM 8/10/2013 Active - Locked  
RAITES.COM 6/9/2013 Active - Locked  
RATE-MARKETPLACE.COM 12/3/2013 Active - Locked  
RATEMARKETPLACE.CO 2/6/2013 Active - Locked  
RATEMARKETPLACE.COM 1/11/2014 Active - Locked  
RATEMARKETPLACE.INFO 12/3/2013 Active - Locked  
RATEMARKETPLACE.NET 12/3/2013 Active - Locked  
RATEMARKETPLACE.ORG 12/3/2013 Active - Locked  
RATEMARKETPLACES.COM 6/8/2013 Active - Locked  
RATESMARKETPLACE.COM 6/8/2013 Active - Locked  
RATESWIKI.COM 12/21/2013 Active - Locked  
RECHARGE CAREER.COM 6/9/2013 Active - Locked  
REFINANCELOANSITE.COM 12/14/2013 Active - Locked  
SEARCH-DEGREES.COM 4/7/2013 Active - Locked  
SEARCH-EDU.COM 4/7/2013 Active - Locked  
SEARCH-PROGRAMS.COM 4/7/2013 Active - Locked  
SEARCH4DEGREES.COM 4/7/2013 Active - Locked  
SEARCHEDULOAN.COM 4/20/2013 Active - Locked  
SEARCHFINANCIALAID.COM 4/20/2013 Active - Locked  
STONECLIFFEUNIVERSITY.COM 3/13/2013 Active - Locked  
STRAYER-DEGREESONLINE.COM 12/3/2013 Active - Locked  
STRAYER-ONLINEDEGREES.COM 12/3/2013 Active - Locked  
STRAYER-UNIVERSITY-ONLINE.COM 12/3/2013 Active - Locked  
STRAYER4U.COM 2/25/2013 Active - Locked  
STRAYERDEGREES.COM 12/3/2013 Active - Locked  
STRAYERDEGREESONLINE.COM 11/7/2014 Active - Locked

STRAYERLEARNING.COM 2/25/2013 Active - Locked  
STRAYERONLINE.INFO 11/7/2014 Active - Locked  
STRAYERONLINEUNIVERSITY.INFO 11/7/2014 Active - Locked  
TEACHING-DEGREES-ONLINE.INFO 8/10/2013 Active - Locked  
TEACHING-DEGREES-PHOENIX.COM 8/10/2013 Active - Locked  
TEACHING-DEGREES-PHOENIXONLINE.COM 8/10/2013 Active - Locked  
TEACHINGDEGREES-ONLINE.COM 8/10/2013 Active - Locked  
TECH-DEGREES-ONLINE.COM 8/10/2013 Active - Locked  
TECHNOLOGY-DEGREES.INFO 8/10/2013 Active - Locked  
TECHNOLOGY-DEGREESONLINE.COM 8/10/2013 Active - Locked  
TECHNOLOGY-DEGREESPHOENIX.COM 8/10/2013 Active - Locked  
TECHNOLOGYDEGREESTODAY.COM 12/14/2013 Active - Locked  
THE-ART-INST.COM 7/27/2013 Active - Locked  
THE-ART-INSTITUTES-DEGREES.COM 7/27/2013 Active - Locked  
THE-ART-INSTITUTES4U.COM 7/27/2013 Active - Locked  
UNIV-PHOENIX-ONLINE.COM 9/4/2013 Active - Locked  
UNIVERSITIESHQ.COM 5/15/2013 Active - Locked  
UNIVERSITY-DEGREE.INFO 4/29/2013 Active - Locked  
UNIVERSITY-OF-PHOENIX.INFO 12/3/2013 Active - Locked  
UNIVERSITY-PHOENIX-INFO.COM 4/23/2013 Active - Locked  
UOP-DEGREES.COM 7/27/2013 Active - Locked  
UOP-EDUCATION.COM 7/27/2013 Active - Locked  
UOP-LEARNING.COM 7/27/2013 Active - Locked  
UOPHNX-DEGREES.COM 7/27/2013 Active - Locked  
UOPHNX-EDUCATION.COM 7/27/2013 Active - Locked  
UOPHNX-LEARNING.COM 7/27/2013 Active - Locked  
UOPHNX4U.COM 7/27/2013 Active - Locked

UOPHNXUNIV.COM 7/27/2013 Active - Locked

UOPHOENIXUNIV.COM 7/27/2013 Active - Locked

USA-CREDIT.COM 5/6/2013 Active - Locked

USEFULHINTS.INFO 6/4/2013 Active - Locked

VEHICLEINSURANCELIVE.COM 3/10/2013 Active - Locked

WALDEN-UNIVERSITY-ONLINE.COM 12/3/2013 Active - Locked

WALDEN-UNIVERSITY-ONLINE.INFO 12/3/2013 Active - Locked

WALDEN-UNIVERSITY-ONLINE.NET 12/3/2013 Active - Locked

WALDEN-UNIVERSITY.INFO 12/3/2013 Active - Locked

WALDENDEGREES.INFO 12/3/2013 Active - Locked

WALDENLEARNING.COM 2/25/2013 Active - Locked

YOURCARINSURANCEPRO.CO 2/6/2013 Active - Locked

YOURCARINSURANCEPRO.COM 3/10/2013 Active - Locked

YOURCARINSURANCEPRO.NET 3/10/2013 Active - Locked

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MicoStrategy	MicoStrategy Software	<a href="http://www.microstrategy.com/licensing">http://www.microstrategy.com/licensing</a>	Reporting Tool
TARGUSinfo	TARGUSinfoAPI-2.1.00.16.jar	Commercial License	
GeoIP	geolp.jar	Commercial License	GeoIP is the proprietary technology that drives MaxMind's IP geolocation data and services. GeoIP provides businesses with a non-invasive way to determine geographical and other information about their internet visitors in real-time
Jira/Fisheye/Crucible - Atlassian		Atlassian End User License Agreement	Issue Tracking

2.2(k):

Adchemy's contract with LeadID, a vendor to the Business, is void if attempted to be assigned and will not be transferred.

The Buyer will need to have its own accounts with publishers and with vendors such as GoDaddy, SEM Rush that transact business through online accounts.

2.3(b):

4848-4762-3702.

**Pre-closing A/P is \$2,953,454** as calculated and set forth in the attached aging report, attached to this schedule as **Annex 2**

5.5(a)(i):

<b>Last Name</b>	<b>First Name</b>	<b>Service Date</b>	<b>US Hire Date</b>	<b>Department</b>	<b>Business Title</b>
Goyal	Bharat	6/26/09	6/26/09	Data & Analytics	Director, Data & Analyti
Jowitt	Cullen	6/5/06	6/5/06	Distribution	VP, Actions Media
Rau	Edward	1/17/05	1/17/05	Engineering	Sr. Director, Engineering
Soli	John	2/2/09	2/2/09	Operations	Sr. Director, Business Operations
Tillman	Matthew	11/9/06	11/9/06	Sales	Sr. Director, Sales

**Annex 2**

\*Please see excel sheet provided under separate cover

## BILL OF SALE

This BILL OF SALE (the "Bill of Sale") is made and entered into as of October 31, 2013, by Adchemy, Inc., a Delaware corporation ("Seller"). Unless otherwise defined herein, capitalized terms used herein without definition shall have the respective meanings provided in the Asset Purchase Agreement (as hereinafter defined). This Bill of Sale is intended to implement the provisions of the Asset Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Buyer or Seller thereunder. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), which provides for the sale by Seller, and purchase by Buyer, of the Acquired Assets.

NOW, THEREFORE, in consideration of the premises and the other valuable consideration given by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions set forth in the Asset Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Seller hereby sells, transfers, conveys, sets over, assigns and delivers unto Buyer, its successors and assigns, to have and to hold for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors and assigns forever, all of Seller's right, title and interest in and to the Acquired Assets, wherever located, as the same exist on the date hereof, free and clear of all Liabilities and Encumbrances, subject to the representations and warranties in the Asset Purchase Agreement, and specifically excluding the Excluded Assets.

2. Seller hereby authorizes Buyer to take any appropriate action to protect the right, title and interest hereby conveyed in connection with the aforesaid property hereby sold, transferred, conveyed, set over, assigned and delivered to Buyer. Such action may be taken against each and every Person whomsoever claiming or asserting any claim against any or all of the aforesaid property.

3. If Buyer has given Seller written notice pursuant to the notice provisions set forth in the Asset Purchase Agreement and Seller has not responded to such notice within ten (10) days of the date of such notice, Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney of Seller with full power of substitution in the name and stead of Seller, but on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Acquired Assets assigned or to be assigned by Seller to Buyer pursuant to this Bill of Sale and to give receipts and releases for and in respect to the same or any part thereof, to prosecute, compromise and settle any and all actions or proceedings relating to the Acquired Assets (subject to the consent of Seller with respect to any liability of Seller that is a Retained Liability) that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets, to endorse any claim or right of any kind in respect thereof, to defend or compromise any or all actions or proceedings in respect of any of

the Acquired Assets (subject to the consent of Seller with respect to any liability of Seller that is a Retained Liability and subject to the terms of the Asset Purchase Agreement) and to do all such acts and things in relation to the above-mentioned Acquired Assets which Buyer, its successors or assigns, may deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Seller for any reason whatsoever; provided, however, the foregoing clause shall only take effect after Buyer has given Seller written notice pursuant to the notice provisions set forth in the Asset Purchase Agreement and Seller has not taken the required action within ten (10) days of the date of such notice.

4. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by Buyer of any liabilities or obligations of Seller.

6. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day and year first above written.

**SELLER:**

**ADCHEMY, INC.**

By: 

Name: ~~Munty Nukala~~ ZAHOUL SETH

Its: Chief Executive Officer

FINANCIAL

**ACCEPTED BY BUYER:**

**PLATEAU DATA SERVICES, LLC**

By: 

Name: David A. Steinberg

Its: Chief Executive Officer