

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318378

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNMENT OF REG. NO. 3838721 previously recorded on Reel 004609 Frame 320. Assignor(s) hereby confirms the ASSIGNMENT OF ENTIRE INTEREST AND GOODWILL.		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Conover		12/31/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Zep IP Holding LLC		
Street Address:	1310 Seaboard Industrial Boulevard		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4049529	BLUEMARVEL	
Serial Number:	77355768	BLUEMARVEL	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	712-330-1223		
Email:	lynne@waterfrontmedia.us		
Correspondent Name:	Lynne Sims-Taylor		
Address Line 1:	3066 Ranchwood Terrace		
Address Line 2:	724.04		
Address Line 4:	The Villages, FLORIDA 32163		
ATTORNEY DOCKET NUMBER:	724.04		
NAME OF SUBMITTER:	Lynne Sims-Taylor		
SIGNATURE:	/Lynne Sims-Taylor/		
DATE SIGNED:	09/30/2014		
Total Attachments: 17			

OP \$65.00 4049529

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Marvel, Inc.		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	David Conover		
Street Address:	23 East Fork Road		
City:	Camden		
State/Country:	MAINE		
Postal Code:	04843		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3838721	BLUE MARVEL	
Registration Number:	2070273	BLUE MARVEL	
Serial Number:	77355768	BLUEMARVEL	
CORRESPONDENCE DATA			
Fax Number:	(712)338-9108		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	712-338-9106		
Email:	lynne@ss-tlaw.com		
Correspondent Name:	Lynne Sims-Taylor		
Address Line 1:	1004 21st Street Suites 2 & 3		
Address Line 4:	Milford, IOWA 51351		
ATTORNEY DOCKET NUMBER:	724.04 BM TRADEMARK		
NAME OF SUBMITTER:	Lynne Sims-Taylor		
Signature:	/Lynne Sims-Taylor/		

OP \$90.00 3838721

900200297

TRADEMARK
REEL: 004609 FRAME: 0320
TRADEMARK
REEL: 005370 FRAME: 0886

Date:

08/22/2011

Total Attachments: 15

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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the “**Transfer Agreement**”) is entered into effective as of December 31, 2010, by and between **Blue Marvel, Inc., a Delaware corporation (“Corporation”)** and **David Conover (“Conover”)**.

WHEREAS, pursuant to that certain Stock Redemption Agreement effective as of December 31, 2010, Corporation has redeemed and acquired all shares of Series A Convertible Preferred Stock (“**Shares**”) held by Conover, and Conover has conveyed and released to Corporation all his **Shares**, for the assets exchanged herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which is acknowledged by the parties, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1. AGREEMENT

Effective as of the date first set forth above, Corporation and Conover hereby enter into this Transfer Agreement effectuating the transfer and assignment of the Corporation’s Assets identified in **Schedule 1**, attached to and hereby incorporated into this agreement.

ARTICLE II: TRANSFER AND CONVEYANCE OF ASSETS

2.1. Assets Transferred. Subject to the terms and conditions of this Transfer Agreement, and upon the basis of the agreements, representations and warranties contained herein, Corporation shall transfer, convey, assign and deliver to Conover, and Conover shall receive at Closing (as defined in Article IV) all assets associated with the Business, including but not limited to:

2.1.1. The Existing Contracts defined on **Schedule 1**, together with such additions and replacements as are made by Corporation up to and through Closing.

2.1.2. The Stock Footage defined on **Schedule 1**.

2.1.3. The Blu-ray Discs defined on **Schedule 1**.

2.1.4. All raw footage produced or commissioned by the Corporation, including completed programs (“**Video Content**”).

2.1.5. All goodwill associated with the Corporation, including but not limited to customer lists and sales and accounts data.

2.1.6. All computerized books and records of the Business.

2.1.7. All trademarks, service marks, logos, domain names, websites, and trade names (specifically including the trade name “BlueMarvel”).

2.1.8. All materials of the Corporation as of the date hereof.

All of the assets as described above shall be referred to as the “**Transferred Assets.**”

ARTICLE III: LIABILITIES ASSUMED AND NOT ASSUMED

3.1. Liabilities Assumed. Conover hereby agrees to assume, satisfy or perform when due, only those liabilities and obligations of Corporation identified in the following agreements:

3.1.1. Royalty Agreement between the Corporation and Investors, effective as of December 31, 2010, attached to and incorporated into this Transfer Agreement as **Exhibit A**;

3.1.2. Blu-ray DVD Agreement between the Corporation and Jeff Garrard dated March 2008, to be revised effective December 31, 2010 and attached to and incorporated into this Transfer Agreement as **Exhibit B**; and

3.1.3. Agreement between the Corporation and Waterfront Media, LLC, effective as of May 28, 2009, attached to and incorporated into this Transfer Agreement as **Exhibit C**.

3.2. Liabilities Not Assumed. Conover shall not assume or perform any liabilities or obligations of the Corporation except as specifically provided for at Section 2.1. above. Accordingly, but not by way of limitation, Conover will not assume or perform any obligations or liabilities of the Corporation with respect to the following:

3.2.1. Federal income taxes imposed on Corporation as a result of the transactions contemplated by this Transfer Agreement and all other obligations of Corporation in respect of federal, state and local income taxes, employee withholdings, excise taxes and other federal, state and local taxes, all unemployment insurance and industrial insurance premiums, and all other such payments or deposits owing or to be made for periods prior to Closing;

3.2.2. Any tortious or other such injury or damages, whenever such injuries or damages shall have occurred or have been suffered, which arise out of Corporation’s use or operation of the Transferred Assets prior to the Closing or out of operation of the Business prior to the Closing, even if not apparent until after the Closing;

3.2.3. Any accounts or notes payable existing at the Closing, including but not limited to legal and accounting fees and expenses, and music licensing obligations for the Blu-ray Coastal Dawn disc;

3.2.4. Any and all employee benefits or liabilities to or in respect of Corporation’s employees and any and all claims arising out of Corporation’s status as an employer in connection with the Business, whether in the form of claims or discrimination, unfair labor practice or otherwise; and

3.2.5. Any liabilities or obligations of Corporation under any insurance policies or audits, contracts, leases or agreements relating to any pre-Closing matters.

Corporation is solely responsible for, and shall pay or otherwise discharge as of Closing, or when such obligations are due and payable, whichever is later, all liabilities or obligations of Corporation not expressly assumed by Conover under this Transfer Agreement.

ARTICLE IV: TRANSFER CONSIDERATION

4.1. Transfer Consideration. The transfer consideration shall be the conveyance and release by Conover to the Corporation of all of his Shares, completed contemporaneously with the execution of this Transfer Agreement. The Transfer Price shall be payable as follows:

ARTICLE V: CLOSING

5.1. Closing and Location. The transfer and exchange of the Transferred Assets shall be effective as of the date first set forth above ("Closing"). Closing shall take place at the offices of Conover, or other mutually agreed location.

5.2. Possession. At Closing, Corporation shall do all things necessary to put Conover in possession and operating control of the Transferred Assets.

ARTICLE VI: CONDITIONS, DELIVERIES AND OTHER EVENTS IN CONNECTION WITH CLOSING

6.1. Deliveries by Corporation at Closing. Corporation shall deliver to Conover all other documents and items required by this Transfer Agreement.

6.2. Deliveries by Corporation After Closing. At any time and from time to time after Closing, at Conover's request, Corporation will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Conover may reasonably require in order to more effectively transfer, convey and assign to Conover, or to confirm Conover's title to, all of the Transferred Assets, and to place the Conover in actual possession and operating control thereof.

ARTICLE VII: REPRESENTATIONS AND WARRANTIES OF CORPORATION

Corporation represents and warrants to Conover:

7.1. Due Power and Authority.

7.1.1. Des Fitzgerald and David Conover are each co-founders and investors in Blue Marvel, Inc., a corporation duly organized and in good standing under the laws of the State of Delaware.

7.1.2. Corporation has all the necessary power and authority to enter into this Transfer Agreement and to perform the obligations to be performed by it hereunder. This Transfer Agreement has been duly authorized and approved by all necessary action on the part of the Corporation. No additional approval by the Board of Directors is necessary for purposes of execution of, or performance by Corporation pursuant to this Transfer Agreement. This Transfer Agreement has been duly executed and delivered by Corporation, and is valid, binding and enforceable against it in accordance with its terms.

7.2. Title to Corporation's Assets. Except as otherwise provided herein, Corporation has good and marketable title to all of the Transferred Assets. Unless Conover has specifically agreed otherwise with respect to any of the Transferred Assets pursuant to other provisions of this Transfer Agreement, Conover shall be put in possession of the Transferred Assets free and clear of any and all mortgages, liens, pledges, privileges, charges or other encumbrances.

7.3. Operation of the Business. The Transferred Assets constitute substantially all the rights, properties and assets necessary for the operation of the Business, and Corporation shall conduct the operation of the Business diligently and in good faith, and in the ordinary course of business until Closing.

7.4. No Violation. The execution, delivery and performance of this Transfer Agreement by Corporation and the consummation of the transaction contemplated herein do not and will not conflict with any of Corporation's organizational documents or contracts to which Corporation is a party, and do not require the approval or consent of any governmental agency or third party.

7.5. Financial Statements. All financial statements and other information provided by Corporation to Conover with respect to the Business are true and accurate in all material respects. Corporation shall provide monthly profit and loss statements for the Business through the Closing.

7.6. Undisclosed Liabilities. Except for the assumed liabilities as set forth above, Corporation does not have any obligations or liabilities with respect to the Business which have not been satisfied in full or will have been satisfied in full at the time of Closing.

7.7. Contracts. Prior to Closing, Corporation shall deliver to Conover copies of all contracts relating to the Business. Conover shall not assume any such contracts unless specifically agreed to by Conover in writing.

ARTICLE VIII: CONDITIONS PRECEDENT TO CLOSING

8.1. Conditions Precedent to Conover's Obligations. All obligations of Conover at Closing are subject, at the option of Conover, to the fulfillment of the following conditions at or prior to Closing:

8.1.1. All representations and warranties of Corporation contained herein shall be true and correct in all material respects when made and shall be deemed to have been made again at and as of the date of Closing, and shall then be true and correct in all respects except for changes in the ordinary course of Corporation's business after the date hereof in conformity with the covenants and agreements contained herein;

8.1.2. All documents required to be delivered by Corporation to Conover at or prior to Closing pursuant to Section 6.1 shall have been so delivered.

8.1.3. Corporation shall have obtained all material third party consents and governmental consents (or other evidence satisfactory to Conover) that Corporation is required to obtain in order to effect the transactions contemplated by this Transfer Agreement.

8.2. Conditions Precedent to Corporation's Obligations. All obligations of Corporation at Closing are subject at the option of Corporation to the fulfillment of the following conditions at or prior to Closing:

8.2.1. All representations and warranties of Conover contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and shall be deemed to have been made again at and as of the date of Closing:

ARTICLE IX: SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties made by each of the parties hereto shall be deemed to have been made again at and as of the date of Closing. All such representations and warranties made pursuant to this Transfer Agreement shall be deemed to survive any inspection, testing, acceptance, or payment specified herein and shall be deemed to survive Closing for a period of one (1) year following Closing. With respect to obligations assumed by Conover, such obligations shall remain in effect and survive until satisfied.

ARTICLE X: MISCELLANEOUS

10.1. Confidentiality. The parties hereto agree to keep this Transfer Agreement and its terms and conditions confidential and, without the prior written consent of the other Party, shall not disclose the same to any third party except to their respective agents, employees and counsel, to financial institutions, to investors, to customers and suppliers as is reasonably necessary in connection with the transactions contemplated by this Transfer Agreement, to any applicable government authority, and to such other persons to whom disclosure is required by applicable law or regulations, including, without limitation, by applicable securities laws and regulations.

10.2. Headings. The captions in this Transfer Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Transfer Agreement.

10.3. Governing Law. This Transfer Agreement shall be deemed to be made and interpreted under, and the rights and liabilities of the parties hereto determined in accordance with, the laws of the state of Maine.

10.4. Notices. Any and all notices or other communications required or permitted to be given under any provisions of this Transfer Agreement shall be in writing, shall be addressed to the relevant parties as set forth below, and shall be deemed to have been duly given (i) if personally delivered, when delivered, (ii) if delivered by facsimile and or email with evidence of receipt; or (iii) if mailed by first class registered mail, return receipt requested, addressed to the parties at the address set forth below, five (5) days after mailing:

10.4.1. If to Corporation:
Des Fitzgerald
166 Chestnut Street
Camden, ME 04843
des@bluemarvel.com

10.4.2. If to Conover:
Compass Light, Inc.
PO Box 1203
Camden, ME 04843
dconover@compasslight.com

And to Attorney:
Lynne Sims-Taylor
Sackett & Sims-Taylor, P.C.
1004 21st Street, Suites 2 & 3
Milford, IA 51351

10.4.3 lynne@ss-tlaw.com

Any Party may by notice to the other parties, given as aforementioned, change its address, authorized representative or telephone number for notification purposes.

10.5. Assignments. Except as provided for in the prior written consent of the other Party, neither Party may assign this agreement.

10.6. Counterpart Execution. This Transfer Agreement may be executed in two or more counterpart copies, all of which shall have the same force and effect as all parties had executed a single document. Further, the parties acknowledge and agree that signatures hereto sent via facsimile transmission or via electronic signature shall be deemed original signatures hereto.

10.7. Severability. In the event that any one or more of the provisions of this Transfer Agreement shall be found to be illegal or unenforceable, then such provision shall be deemed struck and the other provisions of this Transfer Agreement shall remain in full force and effect.


10.8. Complete Transfer Agreement. This document and the documents referred to herein contain the complete agreement between the parties and supersede any prior offers, understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

*Remainder of page Intentionally left blank.
Signature Page to Follow.*

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be duly executed as of the date and year first above written

CORPORATION:

BLUEMARVEL, INC.

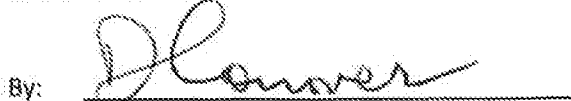
By: 
Des Fitzgerald, Chief Executive Officer

Date: 12/31/2010

By: 
David Conover, Chief Creative Officer

Date: 12/31/10

DAVID CONOVER:

By: 
David Conover, individually

Date: 12/31/10

**Schedule 1
To
Blue Marvel, Inc.
Asset Transfer Agreement**

TANGIBLE CORPORATE ASSETS
Including but not limited to

Cash:

December 31, 2010

Camden National Bank#: 90967574: \$33.75
Camden National Bank Checking: \$6,730.22

Stock Footage:

All Blue Marvel footage administered by
A third party stock footage agency

Existing Contracts:

LodgeNet License Agreement for Health-Related Facilities, dated May 20, 2009

Renewal of Starwood Hotels and Resorts Worldwide, Inc. Agreement, dated February 7, 2010

Blu-ray Discs:

Blue Marvel Blu-ray sampler disc
Created on or about 2008

Video Content:

All raw footage
produced or commissioned by the Corporation
including completed programs of any length

Blue Marvel Website and Trademark

EXHIBIT A
To
Blue Marvel, Inc.
Asset Transfer Agreement

To follow

ROYALTY AGREEMENT
BETWEEN
BLUE MARVEL, INC.
AND
INVESTORS

EXHIBIT B
To
Blue Marvel, Inc.
Asset Transfer Agreement

To follow

BLU-RAY DVD AGREEMENT
BETWEEN
BLUE MARVEL, INC.
AND
JEFF GARRARD

BLUE MARVEL, INC.
BLU-RAY DVD AGREEMENT
Revised

This amendment to the Blu-ray DVD Agreement dated March 2008, by and between **Blue Marvel, Inc., a Delaware corporation ("Corporation")** and **Jeff Garrard ("Garrard") ("Agreement")**, is effective as of December 31, 2010.

The parties hereby agree that the Agreement shall be revised in its entirety as follows:

A. ACKNOWLEDGMENT OF PAST CONSIDERATION:

1. As of December 31, 2010, Garrard spent a total of THIRTY THOUSAND THREE HUNDRED TWENTY TWO DOLLARS AND FIFTY-SIX CENTS (\$30,322.56) for the creation and replication of Coastal Dawn, a Blu-ray DVD comprised of Corporation-owned content ("**the Disc**").
2. As of December 31, 2010, Corporation issued and delivered to ("Garrard") SEVEN THOUSAND ONE HUNDRED FORTY TWO (7,142) shares of its Series A Convertible Preferred Stock ("**Shares**") at a price per share of \$1.00, which was contributed by Garrard in equivalent value from his contributions to the Corporation during the "summer period"
3. As of December 31, 2010, Garrard had been reimbursed a total of FOUR THOUSAND EIGHT HUNDRED TWENTY ONE DOLLARS AND NINETY SIX CENTS (\$4, 821.96) from sales of the Disc.

B. FUTURE CONSIDERATION:

1. In accordance with that certain Stock Redemption Agreement effective December 31, 2010, Garrard has exchanged his Shares for participation in a Royalty Agreement attached hereto and incorporated into this Agreement as **Exhibit A**.
2. Pursuant to the Royalty Agreement, Garrard will receive revenue generated from the Corporation's (i) Stock Footage; (ii) Existing Contracts; and (iii) Disc sales.
3. Pursuant to the Royalty Agreement, revenue from Disc sales will be subject to a sixty- six percent (66%) reduction until such time as Garrard has been reimbursed a total of \$10,000 for disc production and replication expenses. For purposes of clarification, Garrard will receive an additional FIVE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND FOUR CENTS (\$5,178.04). In addition to the past consideration noted in A(3) above.

C. ADDITIONAL PROVISIONS


1. This Agreement shall be binding on, and inure to the benefit of, the Corporation and the Investors and their respective successors, heirs, beneficiaries, personal representatives, transferees and assigns.

2. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among them, with respect to the subject matter hereof.
3. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Maine without regard to the conflict of law principles thereof.

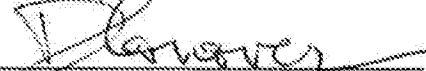
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date and time first above written.

FOR CORPORATION:

BLUE MARVEL, INC.

by: 
Des Fitzgerald, Co-Founder and
Chief Executive Officer

BLUE MARVEL, INC.

by: 
David Conover, Co-Founder and
Chief Creative Officer

JEFF GARRARD, individually

by: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ESN/SSN: _____

EXHIBIT C
To
Blue Marvel, Inc.
Asset Transfer Agreement

To follow

ROYALTY AGREEMENT
BETWEEN
BLUE MARVEL, INC.
AND
WATERFRONT MEDIA, LLC

**BLUE MARVEL, INC.
DEFERRED PAYMENT AGREEMENT**

This Deferred Payment Agreement ("Payment Agreement") is effective as of May 28, 2009, by and between Blue Marvel, Inc., a Delaware corporation ("Corporation") and Waterfront Media, LLC ("Waterfront").

WHEREAS, during 2008 and 2009, Corporation engaged Waterfront to negotiate the terms of a distribution agreement between the Corporation and LodgeNet Health-related Facilities ("LodgeNet"); and

WHEREAS, Waterfront completed negotiations with LodgeNet on May 28, 2009, resulting in a distribution relationship between Corporation and LodgeNet; and

WHEREAS, Corporation requested, and Waterfront agreed, to defer payment for services so rendered, in exchange for deferred consideration as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1. AGREEMENT

Effective as of the date first set forth above, Corporation and Waterfront hereby enter into this Payment Agreement for Waterfront's services in securing the LodgeNet distribution relationship.

ARTICLE 2. PAYMENT TERMS

Article 3.1. PERCENTAGE. Waterfront shall, in *first* position, receive ten percent (10%) of all gross licensing revenues received from LodgeNet.

Article 3.2. PAYMENT. Waterfront shall receive its 10% fee from Corporation no later than ten (10) days after Corporation's receipt of each payment of LodgeNet licensing fees until the end of the Term (as defined in Article 3).

ARTICLE 3. TERM

The term of this Royalty Agreement is ~~perpetual~~ *five years, commencing*

May 28, 2009.

ARTICLE 4. CORPORATE REPRESENTATIONS AND WARRANTIES

Corporation hereby represents and warrants to investors that: (i) Corporation is duly organized and existing in good standing in the State of Delaware, (ii) Corporation has the corporate power to enter into this Royalty Agreement, and (iii) Corporation and/or its successor, if applicable, shall fulfill the terms of this Royalty Agreement.

ARTICLE 5. ADDITIONAL PROVISIONS

Article 5.1. Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the Corporation and the Investors and their respective successors, heirs, beneficiaries, personal representatives, transferees and assigns.

Article 5.2. Further Assurances. Each party to this Agreement agrees to execute such additional instruments and documents as may be necessary to fully effectuate the terms and provisions of this Agreement.

Article 5.3. Entire Agreement. This Agreement, together with the instruments and other documents contemplated to be executed and delivered in connection herewith, contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among them, with respect to the subject matter hereof.

Article 5.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 5.5. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Iowa without regard to the conflict of law principles thereof.

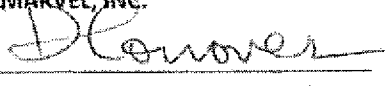
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date and time first above written.

FOR CORPORATION:

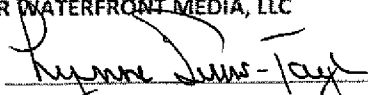
BLUE MARVEL, INC.

by: 
Des Fitzgerald, Co-Founder and
Chief Executive Officer

BLUE MARVEL, INC.

by: 
David Conover, Co-Founder and
Chief Creative Officer

FOR WATERFRONT MEDIA, LLC

by: 
Lynne Sims-Taylor, General Manager

Address:
PO 629
Arnolds Park, IA 51351
712-330-1223