

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYWORD, INC.		09/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GATHER.COM ACQUISITION CORP.		
Street Address:	525 Washington Blvd, Suite 2620		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3415641	GATHER	
Registration Number:	3482110	GATHER	
Serial Number:	78788385	GATHER POINTS	
Serial Number:	78569922	GATHER.COM	
Serial Number:	78597502		
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 2410		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	KITARA - ASSET PURCHASE		
NAME OF SUBMITTER:	William C. Wright		
SIGNATURE:	/William C. Wright/		
DATE SIGNED:	10/02/2014		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated this 15th day of September, 2012 by and between GATHER.COM ACQUISITION CORP., a Delaware corporation (the "Purchaser"), HEALTH GURU MEDIA, INC., a Delaware corporation (the "Purchaser Parent") and SKYWORD INC., a Delaware corporation (the "Seller"). The Purchaser, the Purchaser Parent and the Seller are referred to collectively herein as the "Parties".

WHEREAS, the Seller is the owner of all of the assets used in connection with the business of Gather.com (the "Business"), which, for the avoidance of doubt does not include the Seller's Skyword business.

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Assets (as hereinafter defined) owned by the Seller and used exclusively or primarily in connection with the Business.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

When used herein, the following terms shall have the meanings set forth below:

[REDACTED]

"Affiliate" of a party means any entity which directly or indirectly controls, is controlled by or is under common control with such party. The term "control" means the power to direct the affairs of such entity by reason of ownership of equity securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the Preliminary Statement of this Agreement.

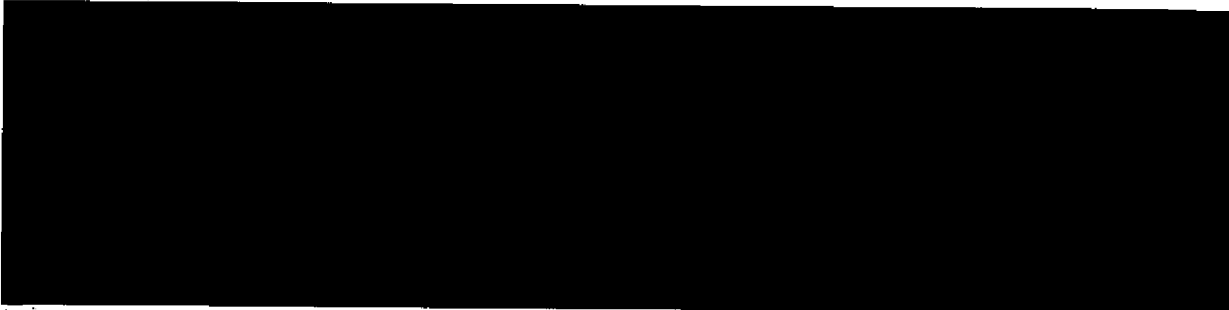
"Assets" means all of the assets owned by the Seller and used exclusively in connection with the Business and as described on Schedule 2.1 hereto.

[REDACTED]

"Business" shall have the meaning set forth in the Preliminary Statement of this Agreement.

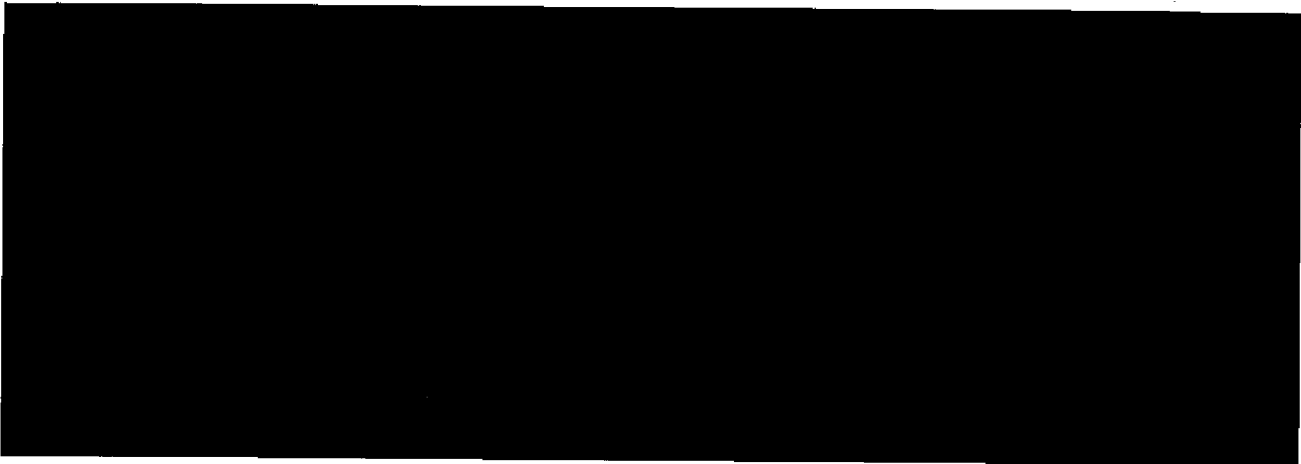
[REDACTED]

[REDACTED]



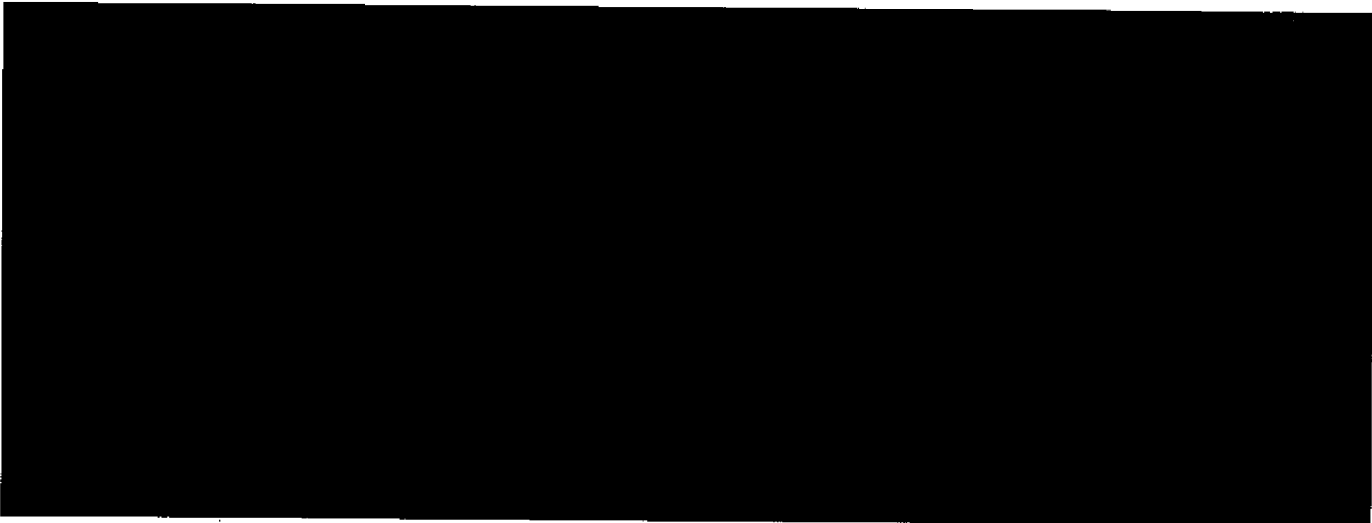
“Closing” shall have the meaning set forth in Section 3.1.


“Closing Date” shall have the meaning set forth in Section 3.1.



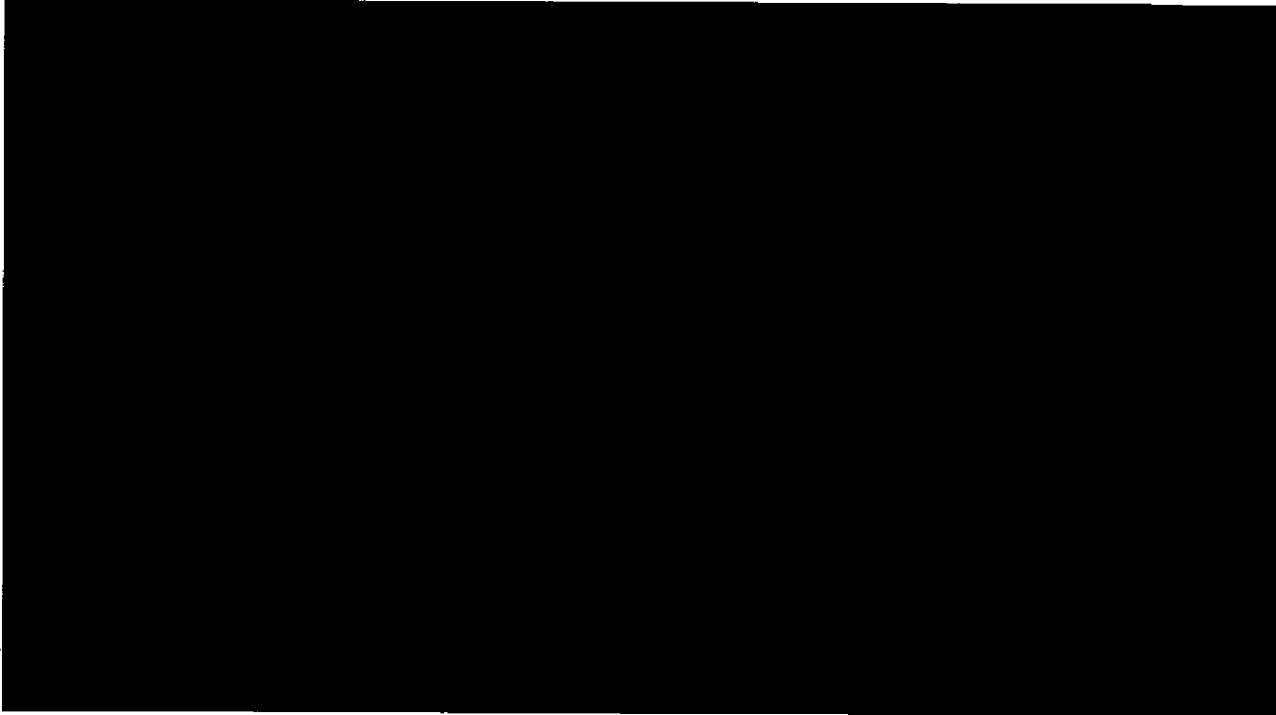
“Excluded Assets” shall have the meaning set forth in Section 2.4.

“Expiration Date” shall have the meaning ascribed to such term in the License Agreement.





“Intellectual Property” means: all rights in intellectual property of any type throughout the world, including, but not limited to: (a) patents, patent applications and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisions, non-provisions, reexaminations, reissues and extensions; (b) Trademarks, service marks, trade names, brand names, logos and corporate names, slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (c) copyrights, whether registered or common law, and registrations and applications for registration thereof; (d) trade secrets and know-how; (e) domain names; (f) rights of publicity and privacy, rights to personal information and moral rights; (g) shop rights; (h) any other rights in the following: inventions (whether patentable or unpatentable), invention disclosures, mask works, industrial design rights, discoveries, ideas, developments, data, Software, confidential or proprietary technical, business and other information, including, but not limited to processes, techniques, methods, formulae, designs, algorithms, prospect lists, customer lists, projections, analyses, and market studies; (i) all rights to any of the foregoing provided in international treaties and convention rights; (j) the right and power to assert, defend and recover title to any of the foregoing; (k) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; and (l) all rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

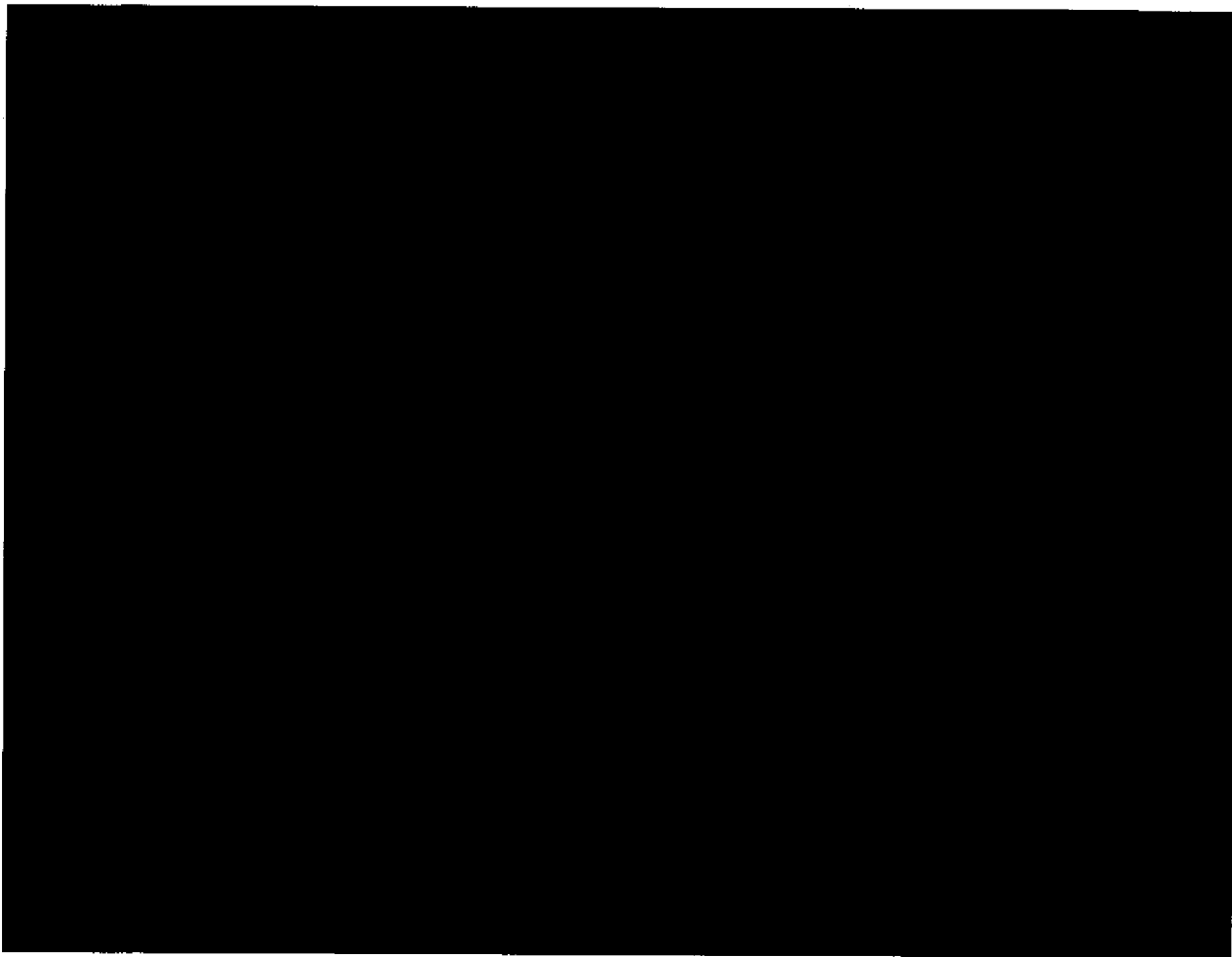


"Person" means any natural person, corporation, general partnership, limited partnership, limited or unlimited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.



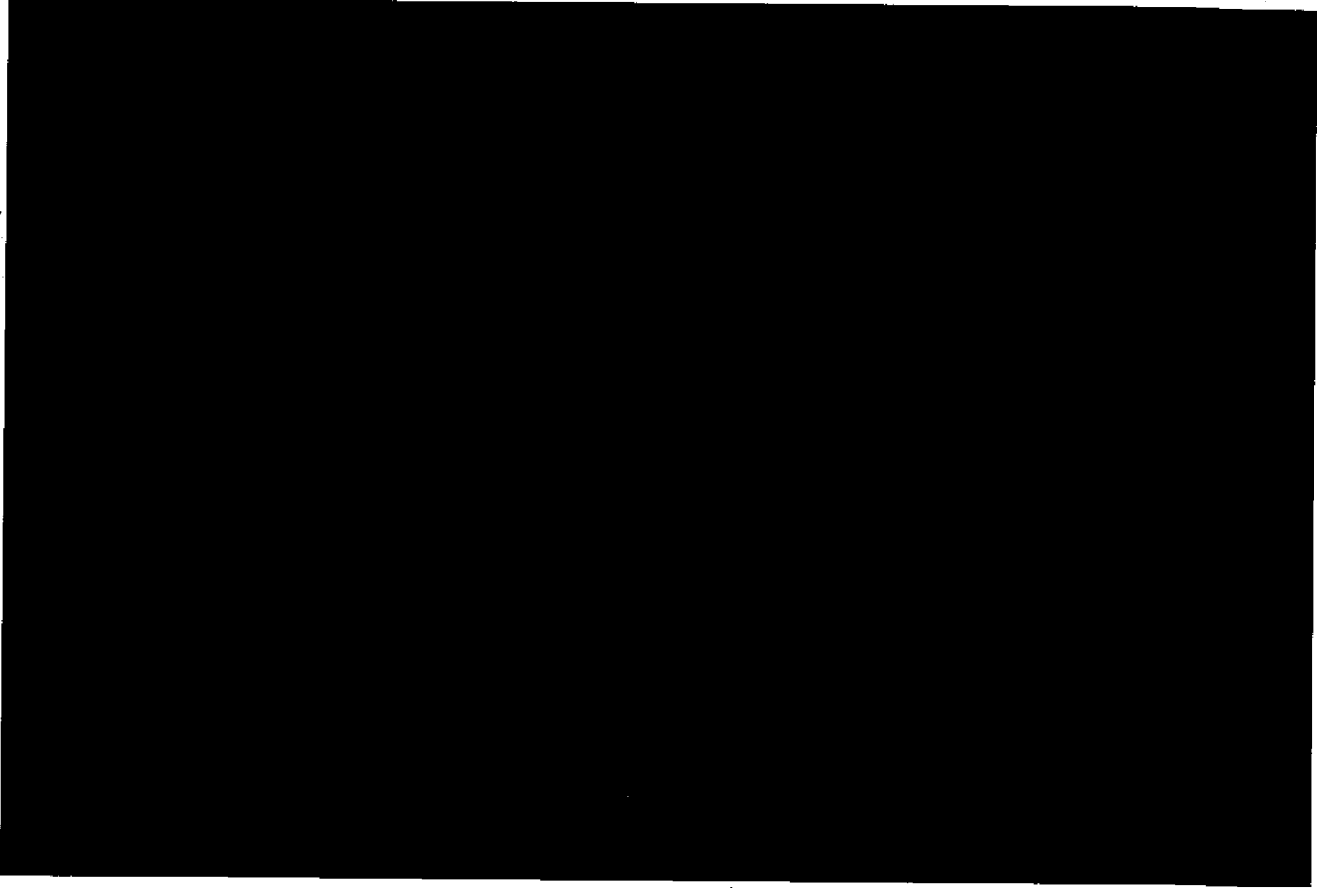
"Purchaser" shall have the meaning set forth in the Preliminary Statement of this Agreement.

"Purchaser Parent" shall have the meaning set forth in the Preliminary Statement of this Agreement.

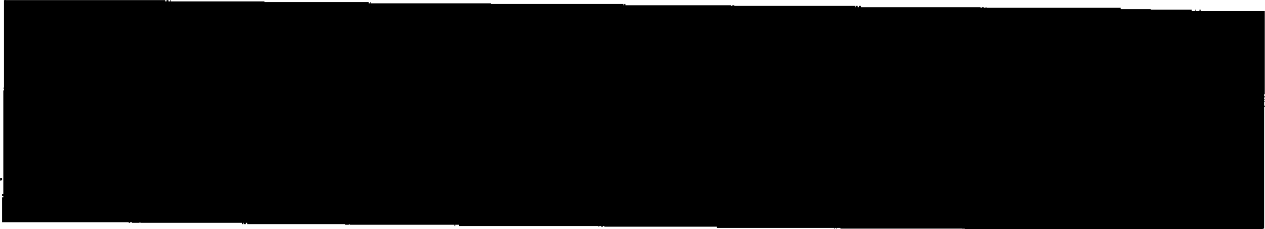


"Seller" shall have the meaning set forth in the Preliminary Statement of this Agreement.





“Trademarks” mean the trademarks listed on Schedule 2.1 and certain simulations and variations thereof that are owned by the Seller and/or used by the Seller in the Business.



ARTICLE II
PURCHASE AND SALE OF ASSETS
AND ASSUMPTION OF OBLIGATIONS

Section 2.1 Purchase and Sale of the Assets: Upon the terms and subject to the conditions of this Agreement, on the Closing Date, the Seller shall sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in and to the Assets. The Assets shall be conveyed free and clear of all Liabilities and Liens, except those Liabilities which are expressly to be assumed by the Purchaser hereunder.

PAGES 6 – 10 Intentionally Omitted

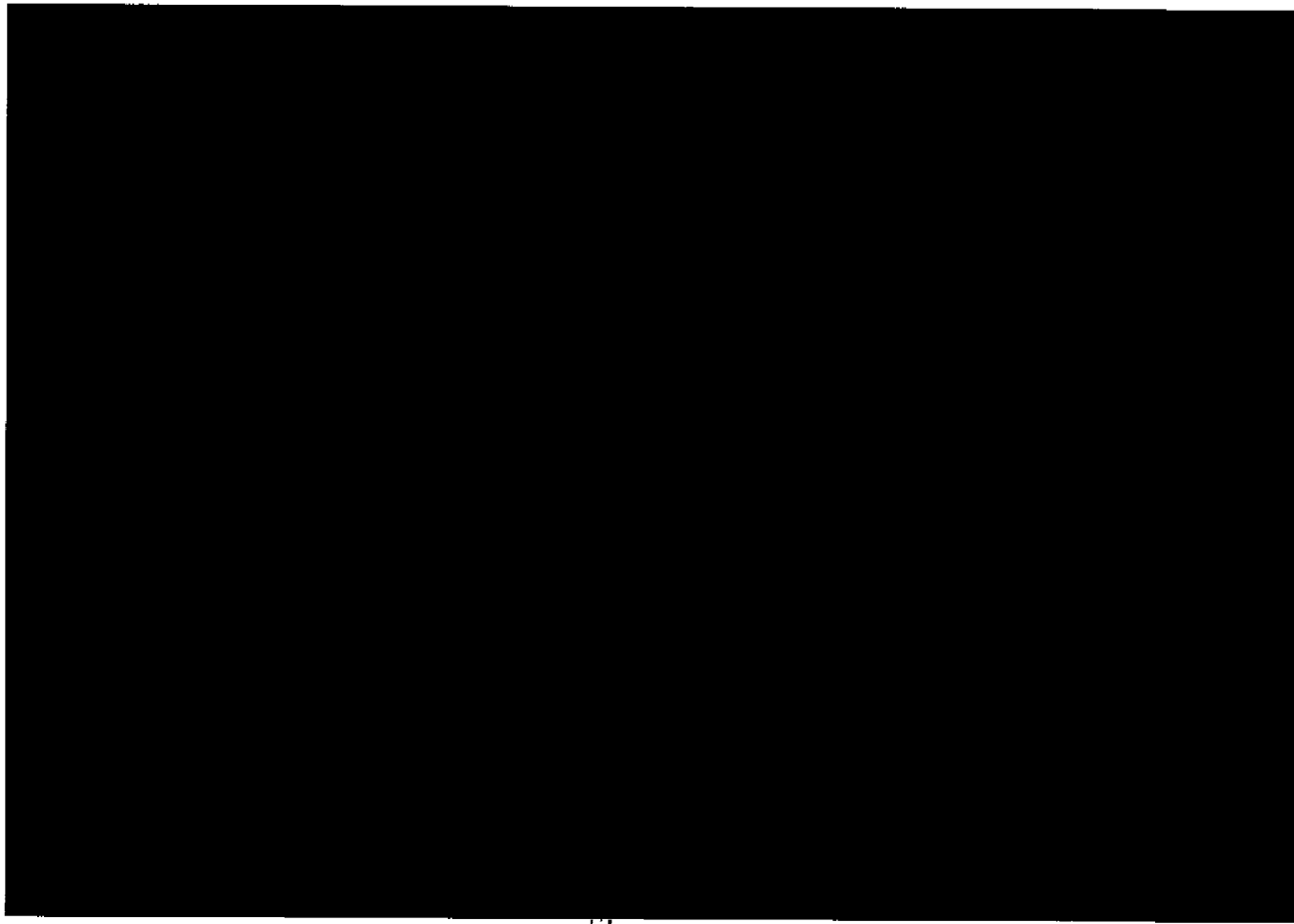
Section 4.7 Intellectual Property.

(a) The Seller owns or has the right to use pursuant to a written license, sublicense, agreement, or permission currently in effect (collectively, "Written License"), all Intellectual Property necessary for the operation of the Business. Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing in connection with the Business will be owned or available for use by the Purchaser on identical terms and conditions immediately subsequent to the consummation of the transactions contemplated hereby. The Seller has taken commercially reasonable actions necessary to maintain and protect each item of Intellectual Property necessary or useful for the operation of the Business. Among other things, except as set forth on Schedule 4.7(a) of the Disclosure Schedule, and except with respect to third-party Intellectual Property in use under a Written License, the Seller has obtained written assignments of all rights in and to such Intellectual Property from any Persons who have contributed to or participated in the creation or development of such Intellectual Property, expressly assigning to the Seller all right, title, and interest in and to any inventions and works of authorship, whether or not patentable, invented, created, developed, conceived, and/or reduced to practice, and all rights in any Intellectual Property. With respect to each item of Intellectual Property, other than third-party Intellectual Property in use under a Written License: (i) the Seller owns such Intellectual Property, free and clear of any Liens, license, or other restriction or limitation regarding use or disclosure; (ii) the item is not subject to any outstanding injunctions,

judgments, orders, decrees, rulings, or charges of any Governmental Authority; (iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand, including by or before any Governmental Authority is pending or threatened, that challenges the legality, validity, enforceability, use, or ownership of the item; and (iv) other than pursuant to the terms of service applicable to the Website, the Seller has not granted any license, sublicense, contract, agreement or other permission to any third party with respect to the item.

(b) To the knowledge of the Seller, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties in its operation of the Business. Except as set forth on Schedule 4.7(b) of the Disclosure Schedule, the Seller has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Business must license or refrain from using any Intellectual Property rights of any third party). Except as set forth on Schedule 4.7(b) of the Disclosure Schedule, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Seller used in its operation of the Business.

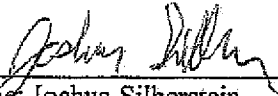
(c) Schedule 2.1 identifies each material patent, patent application, registered and unregistered Trademark and service mark, Internet domain name, Software and registered copyright necessary to the Business and owned and used by the Seller in the Business immediately prior to Closing.



PAGES 13 – 25 Intentionally Omitted

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the date first written above.

GATHER.COM ACQUISITION CORP.

By: 
Name: Joshua Silberstein
Title: Chief Executive Officer

HEALTH GURU MEDIA, INC.

By: 
Name: Joshua Silberstein
Title: Chief Executive Officer

SKYWORD INC.

By: _____
Name: Tyler P. Hoffman
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the date first written above.

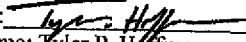
GATHER.COM ACQUISITION CORP.

By: _____
Name: Joshua Silberstein
Title: Chief Executive Officer

HEALTH GURU MEDIA, INC.

By: _____
Name: Joshua Silberstein
Title: Chief Executive Officer

SKYWORD INC.

By:  _____
Name: Tyler P. Hoffman
Title: Chief Financial Officer

August 01, 2012

Trademark List

Trademark	File No. Country	Application No. Date	Registration No. Date	Status Next Renewal
GATHER	3869.0002-000 United States of America <i>Class(es)</i> : 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	78/569,911 17-Feb-2005	3,415,641 22-Apr-2008	Registered 22-Apr-2018
GATHER.COM	3869.0003-000 United States of America <i>Class(es)</i> : 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	78/569,922 17-Feb-2005	3,415,642 22-Apr-2008	Registered 22-Apr-2018
GATHER.COM	3869.0003-001 European Community <i>Class(es)</i> : 35 Int., 38 Int.	004537007 08-Aug-2005	004537007 08-Aug-2005	Registered 08-Aug-2015
GATHER AND DESIGN	3869.0004-000 United States of America <i>Class(es)</i> : 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	78/597,499 29-Mar-2005	3,482,110 05-Aug-2008	Registered 05-Aug-2018
GATHER & DESIGN	3869.0004-001 European Community <i>Class(es)</i> : 35 Int., 38 Int.	004619193 28-Sep-2005	004619193 16-Mar-2007	Registered 28-Sep-2015

Note: This summary is confidential information of the client for internal information purposes only and is subject to frequent change.

August 01, 2012

Trademark List

Trademark	File No. Country	Application No. Date	Registration No. Date	Status Next Renewal
MISCELLANEOUS DESIGN (3 PERSON)	3869.0005-000 United States of America <i>Class(es)</i> : 35 Int., 38 Int., 41 Int., 42 Int., 45 Int.	78/597,502 29-Mar-2005	3,419,933 29-Apr-2008	Registered 29-Apr-2018
MISCELLANEOUS DESIGN (3 PERSONS)	3869.0005-001 European Community <i>Class(es)</i> : 35 Int., 38 Int., 42 Int.	004619466 28-Sep-2005	004619466 26-Apr-2007	Registered 28-Sep-2015
MISCELLANEOUS DESIGN (1 PERSON)	3869.0006-001 European Community <i>Class(es)</i> : 35 Int., 38 Int., 42 Int.	004619458 28-Sep-2005	004619458 26-Apr-2007	Registered 28-Sep-2015
GATHER POINTS	3869.0009-000 United States of America <i>Class(es)</i> : 35 Int.	78/788,385 10-Jan-2006	3,413,041 15-Apr-2008	Registered 15-Apr-2018

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