

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338033

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Mofuse, Inc.  |  | 06/25/2014            | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | The Search Agency, Inc.                            |                       |                    |
| <b>Street Address:</b>  | 11150 W. Olympic Boulevard, Ste. 600               |                       |                    |
| <b>City:</b>  | Los Angeles  |                       |                    |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                    |
| <b>Postal Code:</b>   | 90064  |                       |                    |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4034753  | MOFUSE                |                    |
| <b>Serial Number:</b>   | 85253981   | MOFUSE                |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 3109191950   |                       |                    |
| <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> |  |                       |                    |
| <b>Phone:</b>   | 3104897793   |                       |                    |
| <b>Email:</b>   | jcane@businesslpc.com                              |                       |                    |
| <b>Correspondent Name:</b>  | Joseph C. Cane, Jr.                                |                       |                    |
| <b>Address Line 1:</b>  | 12400 Wilshire Boulevard, Ste. 1180                |                       |                    |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90025                      |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | TSA/MOFUSE   |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Joseph C. Cane, Jr.                                |                       |                    |
| <b>SIGNATURE:</b>   | /Joseph C. Cane, Jr./                              |                       |                    |
| <b>DATE SIGNED:</b>   | 04/13/2015   |                       |                    |
| <b>Total Attachments: 6</b>   |  |                       |                    |
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| source=TSA - Mofuse IP Assignment & Assumption Agreement (fully-executed) 6-25-14#page2.tif   |  |                       |                    |
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| source=TSA - Mofuse IP Assignment & Assumption Agreement (fully-executed) 6-25-14#page4.tif   |  |                       |                    |

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(THE SEARCH AGENCY, INC. and MOFUSE, INC.)

This Intellectual Property Assignment Agreement (the "Agreement"), dated as of June 25, 2014 (the "Effective Date"), is made by and between Mofuse, Inc. (the "Assignor"), and The Search Agency, Inc. (the "Assignee").

WHEREAS, this Agreement is being entered into by Assignee and Assignor concurrently with and as a condition to that certain Asset Purchase Agreement dated as of June 25, 2014, by and among THE SEARCH AGENCY, INC. on the one hand, and MOFUSE, INC. on the other hand (the "Purchase Agreement");

WHEREAS, Assignor owns certain trademarks which are listed on attached Schedule 1 ("Assigned Trademarks"), certain domain names which are listed on attached Schedule 2 ("Assigned Domain Names"), and other unlisted intellectual property ("Unlisted IP") including but not limited to any intellectual property rights associated with inventions, trade secrets, know how, copyrights (registered or unregistered), and copyright protectable subject matter including software and documentation; and

WHEREAS, Assignee desires to receive from Assignor assignments to the Assigned Trademarks, Assigned Domain Names, and Unlisted IP.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor as hereby irrevocably, unconditionally, in perpetuity and for the entire universe, hereby assigns, sells, transfers and conveys to Assignee all right, title and interest in and to the Assigned Trademarks, and any and all registrations, applications, renewals and extensions related thereto, and all goodwill related to the foregoing; Assignor's entire right, title and interest, including the right to sue for and collect past damages and any other remedies, in and to the Assigned Domain Names and all goodwill related to the foregoing; and Assignor's entire right, title and interest, including the right to sue for and collect past damages and any other remedies, in and to the Unlisted IP and all goodwill related to the foregoing.

2. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the empowered officials of any other applicable offices, authorities, authorized agents, domain name registrars, and governments to issue or transfer all said Assigned Trademarks, Assigned Domain Names, and all applicable Unlisted IP to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Further Assurances. Assignor hereby agrees to execute all documents and take all other actions as may be necessary to effect the assignments and transfers set forth in this Agreement.

4. Purchase Agreement. This Agreement does not modify the terms of the Purchase Agreement. In the event of a conflict or controversy between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

MOFUSE, INC.  
a Delaware corporation

By: *Annette Smith*  
Its: CEO

ASSIGNEE:

THE SEARCH AGENCY, INC.  
a Delaware corporation

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

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

MOFUSE, INC.  
a Delaware corporation

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

ASSIGNEE:

THE SEARCH AGENCY, INC.  
a Delaware corporation

By: David Hyles  
Its: CEO

Schedule 1

Assigned Trademarks

MoFuse Trademark - Serial number 85253981.

Software and Hardware (MoFuse Engineering Environment)

There are over 10,000 individually named modules that make up the MoFuse Engineering environment. All source code resides in these 34 named Repositories. All code within these repositories would be acquired.

GIT Repositories

hadron  
mobile\_site  
deploy  
homepage  
qrcode  
mode  
billing  
short\_url  
images  
xml\_api  
api  
api\_detect  
img  
status\_page  
mofuse\_dot\_com  
analytics  
utilities  
sql  
mo\_sales\_force  
rest\_api  
rest\_wiki  
chargify\_listener  
onboarders  
orm\_premium\_data  
onboarders\_v2  
mo\_base\_classes  
api\_v2  
chargify\_updater  
mo\_obj\_models  
orm\_insert\_data  
analytics\_logger  
consumers  
config

- Trademark: MoFuse  
Reg. No. 4,034,753

Other Engineering Infrastructure to be acquired

1. Security Certificates

- \*.mofuse.com Standard Wildcard SSL 9/26/2014 GoDaddy
- \*.mofuselocal.com Standard Wildcard SSL 7/3/2014GoDaddy

2. Access to Amazon EC2 Cloud Infrastructure

The Company uses the following Amazon EC2 resources in the US East (N. Virginia) region:

- 32 Running Instances
- 22 Elastic IPs
- 45 Volumes
- 81 Snapshots

- 4 Key Pairs
  - 6 Load Balancers
  - Placement Groups
  - 10 Security Groups
3. Amazon Instances
  4. Elastic IP Addresses

Schedule 2

Assigned Domain Names

Domain Names

|                           |          |
|---------------------------|----------|
| GETMOBILERRHODEISLAND.COM | GoDaddy  |
| GETMOBILERI.COM           | GoDaddy  |
| GOMOBILERRHODEISLAND.COM  | GoDaddy  |
| GOMOBILERI.COM            | GoDaddy  |
| GOMOFUSE.COM              | GoDaddy  |
| GOMORHODEISLAND.COM       | GoDaddy  |
| MOBILEWEBNOW.COM          | GoDaddy  |
| MOFUSE.ME                 | GoDaddy  |
| MOFUSECDN.COM             | GoDaddy  |
| MOFUSELOCAL.COM           | GoDaddy  |
| MOFUSEME.COM              | GoDaddy  |
| MOFUSEPARTNER.COM         | GoDaddy  |
| MOFUSESTAGE.COM           | GoDaddy  |
| NETGAINLOCALMF.COM        | GoDaddy  |
| PROHOST.MOBIGoDaddy       |          |
| PROHOST.MOBI              | GoDaddy  |
| SMALLSCREENBLOG.COM       | GoDaddy  |
| BSEARCH.MOBI              | Moniker  |
| DHMFDEV.COM               | Moniker  |
| MOBISITEHOST.CO           | Moniker  |
| MOBISITEHOST.COM          | Moniker  |
| MOBISITEHOST.NET          | Moniker  |
| MOBISITEHOST.ORG          | Moniker  |
| MOFUSE.COM                | Moniker  |
| MOFUSE.MOBI               | Moniker  |
| MOFUSE.NET                | Moniker  |
| MOFUSE.ORG                | Moniker  |
| MOFUSEADS.COM             | Moniker  |
| MOFUSEADS.MOBI            | Moniker  |
| MOFUSEADS.NET             | Moniker  |
| MOFUSEADS.ORG             | Moniker  |
| MOFUSEBUSINESS.COM        | Moniker  |
| MOFUSEBUSINESS.MOBI       | Moniker  |
| MOFUSEBUSINESS.NET        | Moniker  |
| MOFUSEBUSINESS.ORG        | Moniker  |
| MOFUSEDEV.COM             | Moniker  |
| MOFUSEHOSTED.COM          | Moniker  |
| MOFUSENEWS.COM            | Moniker  |
| MOFUSENEWS.MOBI           | Moniker  |
| MOFUSEPARTNERS.COM        | Moniker  |
| MOFUSEPARTNERS.NET        | Moniker  |
| MOFUSEPREMIUM.COM         | Moniker  |
| MOFUZ.COM                 | Moniker  |
| MOFU.SE                   | Marcaria |