

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341908

<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>
Dice Solutions LLC		07/31/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CharityUSA.com, LLC		
<b>Street Address:</b>	600 University Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4137033	COUPAW	
<b>Registration Number:</b>	4499564	BECAUSE YOU'RE OBSESSED WITH YOUR PET	
<b>Registration Number:</b>	4499629	MYPETHABIT	
<b>Registration Number:</b>	4492592	FOR THE PASSIONATE PET OWNER.	
<b>Registration Number:</b>	3981428	GET A LEG UP.	
<b>Registration Number:</b>	3989516	PETSITTING.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063402563		
<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>	206 624 1230		
<b>Email:</b>	grant@lasher.com		
<b>Correspondent Name:</b>	Taro Kusunose		
<b>Address Line 1:</b>	601 Union Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-4000		
<b>ATTORNEY DOCKET NUMBER:</b>	15181		
<b>NAME OF SUBMITTER:</b>	Taro Kusunose		

OP \$165.00 4137033

<b>SIGNATURE:</b>	/TK/
<b>DATE SIGNED:</b>	05/20/2015
<b>Total Attachments: 4</b> source=Dice Solutions LLC -Partial Asset Purchase Agreement (edited for recording) (U452027)#page1.tif source=Dice Solutions LLC -Partial Asset Purchase Agreement (edited for recording) (U452027)#page2.tif source=Dice Solutions LLC -Partial Asset Purchase Agreement (edited for recording) (U452027)#page3.tif source=Dice Solutions LLC -Partial Asset Purchase Agreement (edited for recording) (U452027)#page4.tif	

## PARTIAL ASSET PURCHASE AGREEMENT

This PARTIAL ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of July 31, 2014 (the "*Agreement Date*") by and between CharityUSA.com LLC, a Minnesota limited liability company ("*Purchaser*") and Dice Solutions LLC, a New York limited liability company ("*Seller*"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the respective meanings ascribed to them in Section 11.1 of this Agreement.

### RECITALS

- A. Seller is the owner of Internet properties, customer lists, proprietary technologies, licensing agreements, and various other assets and rights associated with business enterprises that include, among others, familypet.com, petsitting.com and coupaw.com.
- B. Purchaser wishes to acquire from Seller all assets of Seller save for certain listed "*Exempt Assets*" consisting of Seller's cash on hand as of the Closing. Seller wishes to retain all of its liabilities and Exempt Assets as of the date of sale, but agrees to sell all of its remaining assets to Purchaser per the terms and subject to the conditions set forth in this Agreement.
- C. Purchaser and Seller desire to make certain representations, warranties, covenants and other agreements in connection with the transactions contemplated herein. Purchaser and Seller both contemplate and expect that Purchaser will be able to take over Seller's business operations and transition to new ownership without significant interruption to said operations, and will make reasonable efforts to accomplish that goal.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### 1. SALE AND PURCHASE OF ASSETS

#### 1.1 Agreement to Sell and Purchase Assets.

- 1.1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser (or cause to be sold, assigned, transferred, conveyed and delivered to Purchaser) and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in all of Seller's Assets save for the *Exempt Assets* described above. All assets as described above minus the listed Exempt Assets shall equal the *Purchased Assets*. The *Purchased Assets* shall be conveyed free and clear of any

and all Encumbrances whatsoever, and shall specifically include, but not be limited to:

- 1.1.1.1 All of the Intellectual Property Rights in and to: (i) all websites and web businesses, including petsitting.com, FamilyPet.com, and Coupaw.com and more than 65 domains owned within the pet industry and identified on Schedule 1.1.1.; (ii) any customer lists or other developed loyalty follower listings, including records pertaining to Facebook or other social media services; (iii) the sales records, historical documents, and records related to Seller's web businesses, including any copyrights, copyright registrations and copyright applications owned by Seller, or held for use or used in connection with any of the domains, or any other *Purchased Asset* of Seller (collectively, the "*Purchased Copyrights*"); and (iv) all of the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications of Seller (collectively, the "*Purchased Marks*");
- 1.1.1.2 Seller is unaware of any limitations in its material agreements with third parties, such as vendors, licensors and publishers, which would limit or impair Seller's ability to assign such agreements. If such limitations come to light, the parties agree to negotiate an equitable reduction in the payments called for by Section 1.3, commensurate with the diminished value of that particular relationship asset.
- 1.1.1.3 Subject to the same terms as in Section 1.1.1.2, Seller will use its reasonable efforts to assist Purchaser in transferring ownership of existing accounts/contracts/relationships to Purchaser.
- 1.1.1.4 All goodwill associated with the Purchased Assets.
- 1.1.2 Electronic Deliveries. For all intangible Purchased Assets, Seller shall electronically transfer or transfer in another manner reasonably calculated and legally permitted to minimize or avoid the incurrence of transfer and sales Taxes all of such Purchased Assets to Purchaser promptly following the Closing Date.
- 1.1.3 Exempt Assets. Purchaser shall retain all rights with respect to the Exempt Assets.

**1.2 Assumed Liabilities - None.**

Seller does not wish to sell any liabilities, and Purchaser does not wish to purchase any liabilities. As a material consideration and inducement to Purchaser to enter into this Agreement, Seller will retain, and will be solely responsible for paying, performing and discharging when due, and Purchaser will not assume or otherwise have any

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Agreement Date.

Purchaser:

CHARITYUSA.COM LLC

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

Seller:

Seller

By: Jared Katz  
Its president  7/31/14

By: Andrew Pollack  
Its Vice President  7/31/14

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Agreement Date.

**Purchaser:**

**Seller:**

**CHARITYUSA.COM LLC**

**DICE SOLUTIONS, LLC**

By: 

By: Jared Katz, \_\_\_\_\_

TIM KONIN  
CEO

Its \_\_\_\_\_

7/31/14

By Andrew Pollack, \_\_\_\_\_

Its \_\_\_\_\_

{00132520 1} [SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]