

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345477

<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>
Hutch Media		04/10/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zealot Networks		
<b>Street Address:</b>	660 Venice Blvd.		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90292		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4003898	RUMOR FIX	
<b>Registration Number:</b>	4003897	RUMOR FIX	
<b>Registration Number:</b>	4063557	EGO	
<b>Registration Number:</b>	4004205	EGO TV MAKE YOUR MARK	
<b>Registration Number:</b>	4004204	EGO TV	
<b>Registration Number:</b>	3941748	MAKE YOUR MARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3109460339		
<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>	3106949931		
<b>Email:</b>	sevag@foundationllp.com		
<b>Correspondent Name:</b>	Sevag Demirjian		
<b>Address Line 1:</b>	445 S. Figueroa		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Sevag Demirjian		
<b>SIGNATURE:</b>	/sevag demirjian/		
<b>DATE SIGNED:</b>	06/23/2015		

OP \$165.00 4003898

**Total Attachments: 20**

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**AMENDED AND RESTATED  
PURCHASE AND SALE AGREEMENT**

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this "Agreement"), dated April 10, 2015, is made by and between Hutch Media, LLC, a California limited liability company ("Seller"), and Zealot Networks, Inc., a California corporation ("Purchaser").

RECITALS

WHEREAS, Seller shall be dissolved involuntarily in accordance with the California Corporations Code and the Seller's operating agreement, as decreed by the American Arbitration Association ("AAA") (Case No. AAA 72 140 Y 00477 13 (the "Arbitration Case")) pursuant to its Second Interim Award and Decree and Plan of Dissolution dated March 17, 2015 and the Order dated April 1, 2015;

WHEREAS, in accordance with the Arbitration Case, Seller has initiated a sale process of its assets to multiple bidders in an effort to establish a market value of its assets;

WHEREAS, Seller and Purchaser have entered into that certain Purchase and Sale Agreement dated March 30, 2015 (the "Original Agreement"), pursuant to which Seller desires to sell and to assign to Purchaser, and Purchaser desires to purchase from Seller, certain of its assets (as described more fully below) on the terms and subject to the conditions set forth therein; and

WHEREAS, Seller and Purchaser, who are parties to the Original Agreement, desire to amend and restate the Original Agreement pursuant to Section X(c) thereof and accept the rights and restrictions created pursuant hereto in lieu of the rights granted to them under the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to the Original Agreement agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement, and all parties hereto agree as follows:

AGREEMENT

SECTION I  
**PURCHASE AND SALE OF THE ASSETS**

Subject to the terms and conditions of this Agreement and on the basis of the representations, warranties, covenants and agreements herein contained:

(a) Purchased Assets. Seller hereby sells, assigns and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, solely the assets listed on Schedule A attached hereto (all of which are collectively referred to herein as the "Assets"), free and clear of any liens, claims, encumbrances or liabilities (collectively, "Liens"). For the

avoidance of doubt, Seller is not transferring to Purchaser, and Seller shall retain all right, title and interest in and to, any and all assets not on Schedule A, including, but not limited to, the following (collectively, the "Excluded Assets"):

(i) All cash, cash deposits or cash equivalents held by Seller at the time of the Closing (as defined below).

(ii) All accounts, accounts receivable, notes receivable, chattel paper, documents (including without limitation any undeposited checks or bills as of the Closing Date (as defined below), whether received or in transit, current or non-current), and all causes of action specifically pertaining to the collection of the foregoing.

(b) Liabilities Not Being Assumed. Except as otherwise expressly set forth in this Agreement, or in any document, instrument or agreement executed or entered into by Purchaser pursuant hereto or contemporaneously herewith, Purchaser shall not assume and shall have no responsibility with respect to, any and all liabilities or obligations of Seller, known or unknown, absolute or contingent, accrued or unaccrued, whether due or to become due, including, without limitation, any payments relating to termination of employment, compensation, vacation or severance pay, and payments from and contributions to employee welfare, benefit and retirement plans, workers' compensation and health, accident, life and disability insurance plans.

(c) Allocation. The Purchase Price shall be allocated as set forth in Schedule B to be delivered by Purchaser and attached promptly hereto following the Closing. Purchaser agrees to file Internal Revenue Service Form 8594 which shall be prepared in accordance with the Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder.

## SECTION II CONSIDERATION

The aggregate consideration for the sale and transfer of the Assets shall be Five Hundred Ten Thousand Dollars (\$510,000) (the "Purchase Price"), which is payable and deliverable at Closing in accordance with Section VII(b)(i)(A) hereof, subject to the deposit requirement as follows:

(a) Concurrently with the mutual execution and delivery of this Agreement, Purchaser shall execute an Escrow Agreement and wire to Commerce Escrow Company ("Escrow Agent") an amount equal to the Purchase Price (the "Deposit") in immediately available, good funds, to be held in a non-interest bearing escrow demand deposit account with Opus Bank titled in the name of Commerce Escrow Company as Escrow Agent for the benefit of Hutch Media, LLC and Purchasers pending the disposition of the Deposit pursuant to order of the arbitrator in the Arbitration Case (the "Arbitrator"). The Escrow Agreement and wire instructions are as set forth in Schedule C attached hereto.

(b) Upon the termination of this Agreement for any reason other than termination by Seller pursuant to Section IX(a)(iii)(2), Escrow Agent shall refund the Deposit to Purchaser according to the terms of the Escrow Agreement.

SECTION III  
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that statements contained in this Section III are correct and complete as of the date of this Agreement.

(a) Organization and Qualification. Seller is duly organized and validly existing under the laws of the State of California and has full limited liability company power and authority to own its properties. Subject to the need of Seller to obtain from the Arbitrator approval of this Agreement, Seller has full corporate power and authority, and all necessary approvals, licenses and authorizations to consummate the transactions contemplated under this Agreement.

(b) Authority/Enforceability. The execution and delivery of this Agreement by Seller, the performance by Seller of its covenants and agreements hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary corporate actions. This Agreement constitutes a valid and legally binding obligation of Seller, enforceable against it in accordance with its terms. The Bill of Sale, defined below, when executed and delivered at Closing, and assuming due and proper execution by Purchaser and the Arbitrator's approval, constitutes a valid and legal binding obligation of Seller, enforceable against it in accordance with its terms.

(c) Title to Assets. Except with regard to the U.S. Trademark Registration Nos. 4,003,897 and 4,003,898 for the mark RUMOR FIX for which the owner of record has an obligation to assign to Seller, Seller has good and marketable title to all of the Assets, except for those liens and encumbrances disclosed on Schedule III(c), if any.

(d) Intellectual Property. Each domain name listed on Schedule A ("Domain Name") that has been registered are currently in compliance with formal legal requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within 30 days after the Closing Date. Seller has delivered to Purchaser correct and complete copies of all written documentation evidencing ownership (or other right to use), maintenance and prosecution (if applicable) of, and support for, each item of Intellectual Property used by Seller in connection with the Assets. Except with regard to Take Down Requests, to Seller's knowledge, Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any other person's Intellectual Property, and Seller has never received any notice alleging any such interference, infringement, misappropriation, violation or conflict (including any claim that it must license or refrain from using any other person's Intellectual Property). To Seller's knowledge, no third person has any Intellectual Property that interferes with Buyer's use of any of its Intellectual Property. To Seller's knowledge, no other person has interfered with, infringed upon, misappropriated, or otherwise come into conflict with the Intellectual Property. "Intellectual Property" means any rights, licenses, liens, security interests, charges, encumbrances, equities, and other claims that any person may have to claim ownership, authorship or invention, to use, to object to or prevent the modification of, to withdraw from circulation, or control the publication or distribution of any Domain Names as such Domain Names are currently used. "Take Down Requests" means third party notices to Seller regarding content on a website associated with a Domain Name (and not related to the Domain Name

itself) which content Seller has removed pursuant to posted policies associated with such website.

(e) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments referred to in SECTION I), will violate, in any material respect, any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Seller is subject or any provision of the charter or operating agreement of Seller. Other than the Approval Order, Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency or any other person in order for the parties to consummate the transactions contemplated by this Agreement (including the assignments referred to in SECTION I).

(f) Brokers' Fees. Seller does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Purchaser could become liable or obligated.

(g) No Third Party Options. Other than pursuant to the bidding process as set forth in the Recitals above, there are no existing agreements, options, commitments or rights with, of or to any person to acquire any of the Assets.

(h) No Untrue Statement. No representation or warranty of Seller contained in this Agreement contains any untrue statement of a material fact, or omits, when taken as a whole, to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not false or misleading, except where such statement or omission, as applicable, has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, financial condition, or results of operations of Seller or Purchaser's ownership and use of the Assets as contemplated by this Agreement.

#### SECTION IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Section IV are correct and complete as of the date of this Agreement:

(a) Organization. Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Authorization of Transaction. Purchaser has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and legal binding obligation of Purchaser, enforceable against it in accordance with its terms. Purchaser is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(c) Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Purchaser is subject or any provision of its charter or by-laws, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Purchaser is bound or to which any of its assets is subject.

(d) Purchaser's Investigation. Purchaser has made, or will make, such investigation as appropriate in connection with the decision to enter into this Agreement. Purchaser has had, or will have, the opportunity to inspect the Assets, visit with Seller and meet with Seller's representatives to discuss the Assets. Purchaser is relying on the results of such investigation and the advice of its own advisors and has not relied upon any statement or representation made by Seller or any director, officer, employee, agent, representative, attorney, accountant, or affiliate thereof, other than the covenants, representations and warranties of Seller set forth in this Agreement.

(e) Purchaser's Financial Condition.

(i) As of the Closing, Purchaser will have cash and working capital available to Purchaser, as evidenced by the Deposit, that will be sufficient to enable Purchaser to pay the Purchase Price and any other amounts required hereunder and to consummate the transaction contemplated hereby. Purchaser acknowledges that its obligations to consummate this Agreement and the transaction contemplated hereby are not subject to any financing contingency.

(ii) As of the Closing Date and immediately after consummating the transaction contemplated by this Agreement, Purchaser will not (1) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the fair value of its assets will be less than the amount required to pay its probable liabilities as they become due and payable); (2) have unreasonably small capital with which to engage in its business; or (3) have incurred or planned to incur debts beyond its ability to repay such debts as they mature.

SECTION V  
ADDITIONAL REPRESENTATIONS, WARRANTIES  
AND COVENANTS OF SELLER AND PURCHASER

(a) Post-Closing Cooperation. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, Seller and Purchaser shall take such further action (including the execution and delivery of such further instruments and documents) as the other may request, all at the sole cost and expense of the requesting party, so long as such documents do not increase the liability or risk of liability of the party of whom action is requested. Notwithstanding any other provision of this Agreement, Seller shall also be provided reasonable access to and be entitled to reasonably utilize Seller's former employees, to the extent they remain in Purchaser's employ, as Seller may reasonably require for the limited

purposes of concluding its operations, administering the Arbitration Case, and the preparation and filing of Seller's financial statements, tax returns, and applicable government and member reports and disclosures, provided, however, that (i) the normal conduct of Purchaser's business and its employees' activities shall not be unreasonably disrupted thereby, and (ii) in the event of any litigation or threatened litigation between the parties, the foregoing shall in no event be, or be deemed to be, a waiver by a party of any right to assert the attorney-client privilege or other applicable privilege, or other objection to a discovery request. No obligation under this Section V(a) shall continue past 60 days after the Closing.

(b) Conduct of Business. Upon mutual execution of this Agreement, Seller shall not sell, assign, transfer, convey, pledge, mortgage, lease, license or otherwise dispose of or encumber any of the Assets, or any interests therein, other than in the ordinary course of the business and consistent with past practice.

(c) Access and Information. Seller shall afford to Purchaser and Purchaser's financial advisors, legal counsel, accountants, consultants, financing sources and other authorized representatives reasonable access, during normal business hours and without material disruption to the business, throughout the period prior to the Closing, to all of Seller's books, records, properties, offices and personnel which relate to the business and, during such period, shall furnish as promptly as practicable to Purchaser all other information as Purchaser may reasonably request in furtherance of the transactions contemplated in this Agreement.

(d) Seller's Employees. Purchaser recognizes that Seller intends to terminate all of its employees at Closing. Purchaser may, but shall have no obligation to, offer employment to any or all of Seller's employees who are employed by Seller as of the date of this Agreement (the "Employees") on any terms that Purchaser and such Employees deem mutually acceptable. Prior to the Closing, Purchaser shall have the right to contact any or all of the Employees for the purposes of making offers of employment with Purchaser after the Closing and receiving written acceptances of such employment (in each case contingent on consummation of the transactions contemplated by this Agreement). Purchaser shall not be obligated to hire any Employee unless an offer of employment is made to, and accepted by, such Employee; in addition, Purchaser shall have no obligation to hire any Employees of Seller after the Closing. It is expressly agreed and understood that neither Purchaser nor Seller has any right, power or authority to control, direct or regulate the labor relations and human resources policies and procedures of the other, that neither is deemed to constitute the agent or representative of the other and that neither is liable in any manner whatsoever for the acts or omissions of the other, its agents, representatives or employees. All of Seller's present or former employees which Purchaser elects to hire, if any, shall be deemed to constitute "new hires" of Purchaser.

(e) Confidentiality. Purchaser and Seller shall be subject to the terms of that certain Non-Disclosure Agreement executed by both parties, the terms of which are incorporated herein by reference (the "Confidentiality Agreement").

(f) Further Solicitation. Purchaser acknowledges and understands that Seller shall continue to Solicit prior to the Closing. For purposes of this Agreement, "Solicit" shall mean to directly or indirectly, encourage, solicit, participate in or initiate discussions or negotiations with, provide any information to, or enter into any agreement with, any person or group of persons



(other than Purchaser and any affiliate of Purchaser) in furtherance of any transaction (by merger, sale of stock or assets or otherwise) of all or any material portion of Seller's assets or a sale of any shares of capital stock or other equity interests of Seller.

(g) Approval Order. Pursuant to the Arbitration Case, Seller shall obtain from the Arbitrator an order authorizing the sale of the Assets to Purchaser pursuant to the terms and conditions of this Agreement (such order, the "Approval Order"). Seller and Purchaser hereby covenant to cooperate fully with the Arbitrator and with each other to expedite the Arbitration Case and to obtain an order from the Arbitrator consistent with the intentions of the parties stated in this Agreement

(h) Proration. Purchaser shall pay timely, from and after the Closing Date, all Purchaser's portion, prorated as of the Closing Date, of state and local taxes and fees assessed against the Assets, utility costs, charges and expenses and all other costs, charges and expenses affecting the Assets arising from and after the Closing.

(i) Purchaser's Indemnity. Purchaser shall indemnify and hold harmless Seller and its respective officers, managers, members, advisors, employees, principals, agents, attorneys and representatives against, and in respect of, any and all claims, losses, expenses, costs, obligations, and liabilities (including, without limitation, any interest, penalties, charges, legal fees and costs and accountants' fees and costs) (collectively, "Losses") incurred by any of them in connection with and in defending against any such Losses by reason of any of the following: (i) Purchaser's breach, after the Closing Date, of any of its agreements, commitments, representations, warranties, covenants or obligations in this Agreement; (ii) the ownership and operation of any of the Assets at any time after the Closing; and (iii) any obligations or liabilities of Purchaser incurred or arising out of, or in connection with, any act or omission by Purchaser occurring at any time before or after the date of this Agreement.

(j) Seller's Indemnity. Seller shall indemnify and hold harmless Purchaser and its respective officers, directors, shareholders, advisors, employees, principals, agents, attorneys and representatives against, and in respect of, any and all Losses incurred by any of them in connection with and in defending against any such Losses by reason of any of the following: (i) Seller's breach, after the Closing Date, of any of its agreements, commitments, representations, warranties, covenants or obligations in this Agreement; and (ii) any obligations or liabilities of Seller incurred or arising out of, or in connection with, any act or omission by Seller occurring at any time before or after the date of this Agreement.

(k) Press Release. From and after the date of this Agreement, Purchaser and Seller shall prepare a press release regarding this Agreement and the contemplated transactions herein. The content and terms of the press release shall be mutually agreed upon by both parties, of which neither party's consent shall be unreasonably withheld, and the press release shall be published no later than ten (10) days from the Approval Order.

(l) Further Assurances. After the Closing, Seller and Purchaser shall cooperate fully with each other in the performance of this Agreement, and shall execute such additional agreements, documents or instruments as may be reasonably appropriate to carry out the intent of the parties hereto with respect to this Agreement.

SECTION VI  
CONDITIONS PRECEDENT

(a) Conditions Precedent to the Obligation of Purchaser. The obligation of Purchaser to consummate the purchase of the Assets from Seller shall be subject to the fulfillment, or the written waiver by Purchaser, at or prior to the Closing, of each of the following conditions precedent:

(i) Representations and Warranties. The representations and warranties made by Seller in this Agreement and in the Schedules hereto shall have been true and correct on the date hereof, and shall also be true and correct at and as of the Closing Date with the same force and effect as if made again at and as of that time.

(ii) Arbitration Order. By no later than April 15, 2015, or later if agreed by the parties hereto, the Arbitrator shall have entered an Approval Order, in form reasonably acceptable to Purchaser, that (1) approves the form and manner of notice of the sale of the Assets to Purchaser, (2) finds the consideration to be paid by Purchaser for the Assets is fair, reasonable and adequate, (3) finds that Purchaser is an entity who purchased the Assets in good faith, (4) authorizes the sale of Assets by Seller to Purchaser free and clear of all liens, claims, encumbrances and other interests; and (5) that approves in all respects the sale of the Assets by Seller to Purchaser on the terms specified in this Agreement.

(iii) Absence of Material Litigation. There shall be (1) no pending litigation (other than litigation which is determined by the parties in good faith, after consulting their respective attorneys, to be without legal or factual substance or merit), whether brought against Seller or Purchaser, that seeks to enjoin the consummation of any aspect of this Agreement, and (2) no order that has been issued by any court or governmental agency having jurisdiction that restrains or prohibits the consummation of the purchase and sale of the Assets hereunder and no proceedings pending which are reasonably likely to result in the issuance of such an order.

(iv) Performance of Obligations. Seller shall have performed and complied with all of its covenants required by this Agreement to have been performed on or prior to the Closing.

(v) Consents Obtained. All consents, waivers, approvals, authorizations or orders required to be obtained by Seller for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated hereby shall have been obtained by Seller.

(vi) Delivery of Additional Instruments. On the Closing Date, unless waived in writing by Purchaser, Seller shall deliver, or cause to be delivered to Purchaser, the documents and instruments referenced in Section VII(b)(ii), in form and substance satisfactory to Purchaser and its counsel.

(vii) Additional Information. In the event that Seller, its affiliates or representatives provide or make available to any prospective purchasers any non-public information not previously provided or made available to Purchaser and its representatives, or

non-public information in a form not previously provided or made available to Purchaser and its representatives, Seller shall, in each case, promptly provide such information to Purchaser.

(b) Conditions Precedent to the Obligations of Seller. The obligation of Seller to consummate the sale of the Assets to Purchaser shall be subject to the fulfillment, or the waiver by Seller, at or prior to the Closing, of each of the following conditions precedent:

(i) Representations and Warranties. The representations and warranties made by Purchaser in this Agreement shall have been true and correct on the date hereof, and also at and as of the Closing Date with the same force and effect as if made again at and as of that time.

(ii) Absence of Material Litigation. There shall be (1) no pending or overtly threatened litigation (other than litigation which is determined by the parties in good faith, after consulting their respective attorneys, to be without legal or factual substance or merit), whether brought against Seller or Purchaser that seeks to enjoin the consummation of any aspect of this Agreement, and (2) no order that has been issued by any court or governmental agency having jurisdiction that restrains or prohibits the consummation of the purchase and sale of the Assets hereunder or any proceedings pending which are reasonably likely to result in the issuance of such an order.

(iii) Performance of Obligations. Purchaser shall have performed and complied with all of its covenants required by this Agreement to have been performed by it at or prior to the Closing, including, without limitation, the deposit and payment of the Purchase Price.

(iv) Delivery of Additional Instruments. On the Closing Date, unless waived in writing by Seller, Purchaser shall deliver, or cause to be delivered to Seller, the Purchase Price and the documents and instruments referenced in Section VII(b)(i), in form and substance satisfactory to Seller and its counsel.

(c) Waiver of Conditions. Any or all of the conditions contained herein may be waived in whole or in part by a prior writing executed and signed by the party on whose behalf such condition is included herein.

## SECTION VII CLOSING AND DELIVERIES

(a) Time and Place of Closing. The closing of the purchase and sale of the Assets as set forth herein (the "Closing") shall be held at Seller's offices. The Closing shall occur on a date which is one (1) business day after entry of the Approval Order, provided the Approval Order has not been stayed (the "Closing Date").

(b) Deliveries.

(i) At the Closing, Purchaser shall deliver to Seller the following:

(A) The release of the Deposit as the Purchase Price, as described in Section II.

(B) The Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as Exhibit A (the “Bill of Sale”) duly executed by Purchaser; and

(C) Such certificates, instruments and other documents, in form and substance satisfactory to Seller and its counsel, as they shall have reasonably requested in connection with the transactions contemplated hereby.

(ii) At the Closing, Seller shall deliver to Purchaser, as a condition to Closing, the following:

(A) The Bill of Sale duly executed by Seller and such other instruments of conveyance and transfer, and such powers of attorney, as shall be effective to vest in Purchaser title to or other interest in, and the right to full custody and control of, the Assets, free and clear of all Liens whatsoever;

(B) An entered Approval Order of the Arbitrator in the form described in Section VI(a)(ii) above;

(C) Any other documentation necessary to transfer ownership of any Intellectual Property Rights purchased herein prepared by Purchaser’s counsel, in a form reasonably acceptable to Seller; and

(D) Such certificates, instruments and other documents, in form and substance satisfactory to Purchaser and its counsel, as they shall have reasonably requested in connection with the transactions contemplated hereby.

#### SECTION VIII BROKERS AND FINDERS

(a) Seller’s Obligation. Seller has engaged Fastener.io (“Fastener.io”) and has agreed to pay Fastener.io its fee. Purchaser shall not have any obligation to pay any fee to Fastener.io, or any fee or other compensation to any person, firm or corporation engaged by Seller in connection with this Agreement and the transactions contemplated hereby, and Seller (or estate) hereby agrees to indemnify and hold Purchaser harmless from any liability, damage, cost or expense arising from any claim for any such fee or other compensation.

(b) Purchaser’s Obligation. Seller shall not have any obligation to pay any fee or other compensation to any person, firm or corporation engaged by Purchaser in connection with this Agreement and the transactions contemplated hereby, and Purchaser hereby agrees to indemnify and hold Seller harmless from any liability, damage, cost or expense arising from any claim for any such fee or other compensation.

SECTION IX  
TERMINATION

(a) This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time prior to the Closing:

(i) by Purchaser or Seller, if the Arbitrator has not entered the Approval Order by April 15, 2015 (the "Outside Date");

(ii) by Seller and Purchaser by mutual written consent;

(iii) (1) by Purchaser, in the event of a material breach by Seller of its obligations hereunder; provided, that Purchaser shall not have the right to terminate this Agreement under this Section IX(a)(iii)(1) at a time when Purchaser is in material breach of its obligations under this Agreement, and (2) by Seller, in the event of a material breach by Purchaser of its obligations hereunder; provided, that Seller shall not have the right to terminate this Agreement under this Section IX(a)(iii)(2) at a time when Seller is in material breach of its obligations under this Agreement;

(iv) by Seller if the Arbitrator shall have entered an order approving an Alternative Transaction, and by Purchaser in the event that (1) an Alternative Transaction is approved by the Arbitrator, and (2) the transactions contemplated herein have not been consummated by the Outside Date, it being agreed that, unless Seller has theretofore terminated this Agreement as provided above, this Agreement shall constitute a "back-up bid" following approval of an Alternative Transaction which shall remain open for acceptance by Seller and consummation by the parties hereto up to and including the Outside Date, but subject and subordinate in all respects to the rights of the purchaser in the Alternative Transaction. For purposes of this section, "Alternative Transaction" shall mean any transaction besides the transaction expressly contemplated herein; or

(v) by Purchaser or Seller, by written notice to the other party if there shall be in effect an order of a governmental authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby, or the Arbitrator or another court of competent jurisdiction shall stay the Approval Order.

(b) Procedure Upon Termination. In the event of valid termination of this Agreement by Purchaser or Seller or both pursuant to Section IX(a) hereof, written notice thereof shall be given to the other party hereto and the transactions contemplated herein shall then be deemed to be abandoned without further action by Purchaser or Seller. In addition, if this Agreement is terminated as provided herein:

(i) Each party shall return to the other party all documents, work papers and other material of the other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, provided that each party may retain such materials as required for compliance purposes, which shall be kept confidential pursuant to Section V(e), above;

(ii) All information of a confidential nature received by a party hereto with respect to the business of the other party shall continue to be subject to the terms of the Confidentiality Agreement; and

(iii) The respective obligations of the parties hereto under this Agreement shall terminate and no party shall have any liability whatsoever to any other party hereto by reason of such termination, irrespective of the cause of such termination, except to the extent otherwise provided herein.

**SECTION X  
MISCELLANEOUS**

(a) Notices. All notices, requests or instructions hereunder shall be in writing and delivered personally, sent by telecopy or electronic mail, or sent by registered or certified mail, postage prepaid, as follows:

If to Seller, addressed as follows:

Hutch Media, LLC  
Raleigh Studios  
5300 Melrose, Ste. 250B  
Hollywood, CA 90038  
E-Mail: jimmy.hutcheson@hutchmedia.com

With a copy to:

Joe Hayashi, Esq.  
Fortis General Counsel, LLP  
120 Vantis, Ste. 440  
Aliso Viejo, CA 92656  
E-Mail: jhayashi@fortisgc.com

If to Purchaser, addressed as follows:

Zealot Networks, Inc.  
660 Venice Boulevard  
Venice, CA 90291  
Attn: Chief Financial Officer  
E-Mail: bob@zealotnetworks.com

with a copy to:

Foundation Law Group LLP  
445 S. Figueroa Street, Suite 2700  
Los Angeles, CA 90071  
Attn: Armen S. Martin, Esq.  
E-Mail: armen@foundationllp.com

Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All notices, requests or instructions given in accordance herewith shall be deemed received on the date of delivery if hand delivered, sent via electronic mail or faxed, one business day after the date of mailing by overnight courier, and two business days after the date of mailing by certified mail.

(b) Survival of Representations. Each representation and warranty of Seller and Purchaser contained in this Agreement shall expire immediately following the Closing.

(c) Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement among the parties hereto, and supersedes all prior agreements and understandings, including the Original Agreement, with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

(d) Expenses. Each of the parties hereto shall bear such party's own expenses in connection with this Agreement and the transactions contemplated hereby except as expressly provided herein.

(e) Arbitration. All disputes relating, directly or indirectly, to this Agreement in any way, will be submitted exclusively to, and decided exclusively in, a confidential arbitration under the rules of JAMS. This Agreement shall be construed in accordance with the laws of the State of California. The parties submit to the exclusive jurisdiction of arbitration on a confidential expedited basis in accordance with the rules of JAMS then existing and in effect in Los Angeles, California. The parties hereby waive their right to a jury trial. In no event shall any party have the right to any injunctive relief. The arbitrability of this provision shall be solely determined by JAMS. In the event that any party seeks relief in any venue other than JAMS (such as federal or state court), then the complaining party shall be solely responsible for the responding party's costs, fees (including attorneys' fees), and expenses related thereto. The most prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce any arbitration award or relief.

(f) Invalidity. Should any provision of this Agreement be held by a court or arbitration panel of competent jurisdiction to be enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court or arbitration panel is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as modified by the court or the arbitration panel shall be binding upon and enforceable against each

of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth herein.

(g) Assignment. Neither this Agreement nor any rights or obligations hereunder are assignable by either party.

(h) Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California, without regard to conflict of laws principles.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[Signature Page to Follow]*



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

**PURCHASER:**

**ZEALOT NETWORKS, INC.**

By: 

Daniel E. Zappin  
Chief Executive Officer

**SELLER:**

**HUTCH MEDIA, LLC**

By: 

James R. Hutcheson  
Managing Member

**[SIGNATURE PAGE TO AMENDED AND RESTATED  
PURCHASE AND SALE AGREEMENT]**

FGC/SC -- HUT GEN -- Amended and Restated Purchase and Sale Agreement [Zealot] v.1

**TRADEMARK  
REEL: 005564 FRAME: 0283**

## SCHEDULE A

### ASSETS

All of Seller's right, title and interest, including word press installs and content library, to the following internet domain names:

BESTMOMSTV.COM  
BESTMOMTV.COM  
CELEBLOGITY.COM  
DIYHG.COM  
EGOTEEVEE.COM  
EGOTV.COM  
EGOTVNEWS.COM  
EGOTVONLINE.COM  
ENTRELATINAS.COM  
GAMINGSOCIALITES.COM  
GREATESTMOMSTV.COM  
GREATESTMOMTV.COM  
GROCERYCARTCENTRAL.COM  
GROCERYCARTCENTRALTV.COM  
HGDIY.COM  
HOLLYWOODMINDSTV.COM  
HOLLYWOODENTERTAINMENTSTUDIO.COM  
HOLLYWOODENTERTAINMENTSTUDIOS.COM  
HOLLYWOODMAD.COM  
HOLLYWOODMIND.COM  
HOLLYWOODMINDS.COM  
HOLLYWOODMINDTV.COM  
HOLLYWOODSOCIALITES.COM  
HOLLYWOODSOCIALITESTV.COM  
HUTCHMEDIA.COM  
HUTCHMEDIAONLINE.COM  
MANOFEST.COM  
MILLIONAIREBOWL.COM  
MILLIONAIREPARTYGAME.COM  
MOMSANDBABY.COM  
MY10ONLINE.COM  
MYFINANCENEWSNOW.COM  
MYTENONLINE.COM  
REVIEWEDTRAVEL.COM  
RUMORFIX.COM  
SPORTFASCINATION.COM  
SPORTFASCINATIONTV.COM  
SPORTSFASCINATION.COM  
SPORTSFASCINATIONTV.COM

SUPERBOOYAH.COM  
SUPERTREMENDOUS.COM  
TECHSOCIALITES.COM  
TECHTICKLETV.COM  
TIMEFORHOLLYWOOD.COM  
TIMEFORHOLLYWOODTV.COM  
VELVETANGELSTV.COM  
WHATIS4FAMILY.COM  
WHATISFORFAMILY.COM  
WHATS4FAMILY.COM  
WHATSFORFAMILY.COM  
YOUNGLIFETV.COM  
YOURGREATESTMOMS.COM

For the avoidance of doubt, the Assets shall include all of Seller's right, title and interest in and to the content in whatever form (such as videos, pictures, texts, configurations etc.), and all Intellectual Property Rights (defined below) arising from and goodwill associated with, the websites (collectively, the "Websites") related to the Domain Names. As used herein, "Intellectual Property Right" means all inventions, discoveries, trademarks, patents, trade names, copyrights, works of authorship, software (in both object code and source code) moral rights, know-how, intellectual property, reports and other confidential information, license, developments, and similar intangible property rights (including all rights to listings or keyword associations in any Internet search engines or directories associated with the Domain Names), whether or not patentable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of, and extensions, divisions, renewals and reissuances of, any of the foregoing, and the rights therein in the U.S.

**SCHEDULE B**

**PURCHASE PRICE ALLOCATION**

(to be provided post-Closing)

SCHEDULE C

ESCROW AGREEMENT AND WIRE INSTRUCTIONS

(see attached)

EXHIBIT A

**BILL OF SALE**

(see attached)