

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valuevine, Inc. (d/b/a Venuelabs)		06/18/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Groupon, Inc.		
Street Address:	600 W. Chicago Avenue		
Internal Address:	Suite 400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4652173	ABOUTLOCAL	
Registration Number:	3841363	VALUEVINE	
Registration Number:	4259538	VENUERANK	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	(415) 836-2500		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Emily Pence		
Address Line 1:	555 Mission Street		
Address Line 2:	Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	366675-000091		
NAME OF SUBMITTER:	Emily Pence		
SIGNATURE:	/Emily Pence/		
DATE SIGNED:	08/04/2015		
Total Attachments: 76			

CH \$90.00 4652173

source=victory - disclosure schedule (execution version) (3)#page5.tif
source=victory - disclosure schedule (execution version) (3)#page6.tif
source=victory - disclosure schedule (execution version) (3)#page7.tif
source=victory - disclosure schedule (execution version) (3)#page8.tif
source=victory - disclosure schedule (execution version) (3)#page9.tif
source=victory - disclosure schedule (execution version) (3)#page10.tif
source=victory - disclosure schedule (execution version) (3)#page11.tif
source=victory - disclosure schedule (execution version) (3)#page12.tif
source=victory - disclosure schedule (execution version) (3)#page13.tif
source=victory - disclosure schedule (execution version) (3)#page14.tif
source=victory - disclosure schedule (execution version) (3)#page15.tif
source=victory - disclosure schedule (execution version) (3)#page16.tif
source=victory - disclosure schedule (execution version) (3)#page17.tif
source=victory - disclosure schedule (execution version) (3)#page18.tif
source=victory - disclosure schedule (execution version) (3)#page19.tif
source=victory - disclosure schedule (execution version) (3)#page20.tif
source=victory - disclosure schedule (execution version) (3)#page21.tif
source=victory - disclosure schedule (execution version) (3)#page22.tif
source=victory - disclosure schedule (execution version) (3)#page23.tif
source=victory - disclosure schedule (execution version) (3)#page24.tif
source=victory - disclosure schedule (execution version) (3)#page25.tif
source=victory - disclosure schedule (execution version) (3)#page26.tif
source=victory - disclosure schedule (execution version) (3)#page27.tif
source=victory - bill of sale and ip assignment (executed) (3)#page1.tif
source=victory - bill of sale and ip assignment (executed) (3)#page2.tif
source=victory - bill of sale and ip assignment (executed) (3)#page3.tif
source=victory - bill of sale and ip assignment (executed) (3)#page4.tif
source=victory - bill of sale and ip assignment (executed) (3)#page5.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of June 18, 2015 (the “Closing Date”), is entered into by and among Groupon, Inc., a Delaware corporation (“Purchaser”), Valuevine, Inc. (d/b/a Venuelabs), a Washington corporation (“Seller”) and, solely for purposes of Section 9 hereof, the Indemnity Shareholders (as defined below). Purchaser and Seller are collectively referred to herein as the “Parties” and individually as a “Party”. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in Section 12 hereof.

RECITALS

A. Seller is engaged in the business of developing and operating a website and mobile application providing location-based monitoring, data analysis, measurement and engagement solutions to customers (the “Business”).

B. Purchaser wishes to purchase from Seller, and Seller wishes to sell to Purchaser, the Purchased Assets (as defined below) upon the terms and subject to the conditions contained in this Agreement.

C. Concurrently with the execution of this Agreement the employees of Seller listed on Exhibit A hereto (the “Key Employees”) are executing employment offer letters with Purchaser (collectively, the “Offer Letters”), and each of the Key Employees is executing a Confidentiality, Intellectual Property and Restrictive Covenants Agreement with Purchaser (collectively, the “CIPRCAs”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the Parties agree as follows:

1. Purchased Assets. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements made in this Agreement by the Parties, Purchaser shall purchase and accept from Seller, and Seller shall sell, transfer, convey, assign and deliver to Purchaser, on the Closing Date, all of the Purchased Assets, free and clear of all Encumbrances. The “Purchased Assets” shall mean all of Seller’s right, title and interest in and to only the following assets and properties of Seller:

(a) all of Seller’s right, title and interest in, to or under any and all Intellectual Property Assets (excluding, for the avoidance of doubt, the Excluded IP);

(b) Seller’s goodwill related to the Intellectual Property Assets (excluding, for the avoidance of doubt, the Excluded IP);

(c) all of Seller’s right, title and interest in any action, claim and cause of action or rights of recovery or set-off of every kind and character related to the Intellectual Property Assets (excluding, for the avoidance of doubt, the Excluded IP);

(d) Seller’s Software and source code;

- (e) merchant lists and information;
- (f) all computers, tablet computers and other computer hardware, software and accessories related thereto owned by Seller (the “Purchased Tangible Assets”);
- (g) all books of account, ledgers, forms, records, documents, files, invoices, lists, reference materials, business records, plans and other data relating to the ownership, use, maintenance or enjoyment of the foregoing Purchased Assets that are owned or used by Seller (collectively, the “Records”); provided, however, that Seller may retain copies of the Records as necessary to enable it or its shareholders to fulfill their Tax filing, regulatory or statutory obligations after the Closing Date; and
- (h) all of Seller’s right, title and interest in, to or under the Sublease.

2. Retained Assets. Notwithstanding any contrary provision of this Agreement, Seller is retaining ownership and possession of, and Seller is not selling, transferring, conveying, assigning or delivering to Purchaser any right, title or interest of Seller in, to or under any of the following assets (collectively, the “Retained Assets”):

- (a) all social media accounts owned by Seller and all third party content and images used by Seller on its website or mobile applications (collectively, the “Excluded IP”);
- (b) all accounts receivable, notes, contract or other rights to payment for goods sold or services rendered;
- (c) all prepaid expenses, deposits and advance payments of Seller and all rights of Seller to receive discounts, refunds, reimbursements, rebates, awards and the like;
- (d) all cash and cash equivalents and marketable securities of Seller, together with Seller’s rights in and to any and all bank accounts;
- (e) all deposits held by Seller with respect to services to be performed or products to be delivered after the Closing;
- (f) any tangible assets other than the Purchased Tangible Assets used or related to the Business, including all leases and subleases associated therewith (other than the Sublease);
- (g) all of Seller’s right, title and interest in, to or under any Contract (other than the Sublease) or Permit;
- (h) all of Seller’s right, title and interest in and to the insurance policies maintained by Seller in connection with, or otherwise related to, the Business or its employees, together with all premium prepayments paid thereunder and all benefits and proceeds that relate to claims based on events occurring before, on and after the Closing;

- (i) Seller's rights to its real property leases and all other rights (including security deposits and prepaid rent), if any, related to such leases (other than the Sublease);
- (j) any employee benefit plan;
- (k) Tax records (including Tax Returns), minute books and other documents of Seller relating to its corporate existence and maintenance, other than the Records;
- (l) Tax refunds, assessments or charges due to Seller;
- (m) all claims, rights or causes of actions related to any Retained Asset or Retained Liability (as defined below);
- (n) all of Seller's rights under the Transaction Documents;
- (o) all information and data, including any derivative works thereof, obtained through the use of Seller's technology in the operation of the Business; and
- (p) any other asset that is not a Purchased Asset.

3. **Retained Liabilities.** All Liabilities of Seller (other than the Sublease, which will be assumed by Purchaser) shall remain Liabilities of Seller, and Purchaser shall not assume any Liabilities (including any future legal actions) relating to or arising from the ownership, conduct or operation of the Business or Purchased Assets on or prior to the Closing, whenever such Liabilities arise (the "Retained Liabilities"). For the avoidance of doubt, Purchaser will not be assumed any Liabilities of Seller (other than the Sublease, which will be assumed by Purchaser), including: (a) all accounts payable of Seller; (b) any Liability (whether direct or as a result of successor liability, transferee liability, joint and several liability or contractual liability) for (i) Taxes related to the Retained Assets, or (ii) Taxes arising from or relating to the Business or any employees of Seller prior to Closing; (c) any Liability under or with respect to any employee benefit plan, employment policies, employee Contracts and any other arrangements of Seller with its current or former employees and independent contractors; (d) any Liability arising out of any action, proceeding or other litigation (whether brought against Seller or Purchaser, before or after the Closing) arising, in whole or in part, from Seller's conduct of the Business prior to or after the Closing; (e) any Liability arising out of or resulting from Seller's non-compliance with any Law; (f) any costs and expenses incurred by Seller incident to the negotiation and preparation of the Transaction Documents or consummation of the Contemplated Transactions; (g) any Liability of Seller to pay fees or commissions to any broker, finder or agent with respect to the Contemplated Transactions; (h) any Liability of Seller to any of its Related Persons; (i) any Liability of Seller relating to Seller's conduct of the Business or relating to any Retained Asset; (j) any Indebtedness of Seller; (k) any Liability of Seller for accrued dividends, interest and stockholder and employee bonuses; (l) any Liability (whether direct or indirect) arising out of any assertion by a third party that Seller has infringed upon any intellectual property rights of such third party; (m) any Liability arising out of Seller's data collection practices; (n) any Liability arising out of or resulting from the matters disclosed in Schedules 6(f)(iv) and (6)m, and (o) Seller's obligations under the Transaction Documents. For purposes of this Section 3, "Seller" shall be deemed to include all Affiliates of Seller and any predecessors to Seller and any

Person with respect to which Seller is a successor-in-interest (including by operation of law, merger, liquidation, consolidation, assignment, assumption or otherwise). Seller hereby acknowledges that it is retaining the Retained Liabilities, and Seller shall pay, discharge and perform all such Liabilities promptly when due.

4. Closing Payment. At the Closing, Purchaser shall pay to Seller an amount equal to (a) the Purchase Price, minus (b) the Holdback Amount (the "Closing Payment"), to be paid by wire transfer of immediately available funds pursuant to the wire transfer instructions set forth on Schedule 4. The Holdback Amount shall be retained by Purchaser in accordance with Section 9(l) of this Agreement.

5. Allocation of Purchase Price. The Parties shall allocate the Purchase Price (and all other relevant items) among the Purchased Assets in accordance with Section 1060 of the Code. Within one hundred and twenty (120) days after the Closing, Purchaser shall deliver to Seller the initial asset allocation statement (the "Initial Allocation"). Seller shall have the right to review and raise any objections in writing to the Initial Allocation for thirty (30) days after the receipt thereof. If Seller does not timely raise any objections, the Initial Allocation shall become the final allocation. If Seller disagrees with respect to any material item in the Initial Allocation, the Parties shall negotiate in good faith to resolve the dispute. If Purchaser and Seller are unable, within fifteen (15) days after receipt by Purchaser of such notice of objection, to resolve the disputed items, such disputed items will be referred to an independent certified public accountant ("Accountant") mutually agreed to by Purchaser and Seller. The Accountant shall, within thirty (30) days after engagement by the Parties, deliver to Purchaser and Seller a written report setting forth its determination of such disputed items (and only such disputed items), and its determination shall be conclusive and binding upon the Parties for purposes of the final allocation, absent manifest error. The fees and disbursements of the Accountant shall be borne equally by Purchaser and Seller. The allocation which becomes the final allocation under any of the alternatives described above (the "Final Allocation") shall be binding on Purchaser and Seller. The Parties shall file all Tax Returns in a manner consistent with the Final Allocation and shall take no position contrary thereto unless required to do so by applicable Law.

6. Representations and Warranties of Seller. Except as is otherwise set forth in detail in the Disclosure Schedule delivered by Seller to Purchaser and dated as of the date of this Agreement (the "Disclosure Schedule"), Seller represents and warrants to Purchaser as follows:

(a) Organization. Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Washington. Seller is qualified to conduct business and is in good standing as a foreign corporation in the jurisdictions listed on Schedule 6(a) and there are no other jurisdictions where such qualification is required under applicable Law, except any jurisdiction where the failure to be qualified would not, individually or in the aggregate, have a material adverse effect on Seller or the Business. Seller has all requisite corporate power and authority to carry on the Business and to own and use the properties owned and used by it. Seller has provided Purchaser with true, correct and complete copies of its Governing Documents, in each case as amended to date.

(b) Authority; Enforceability. Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by Seller of the Transaction Documents to which it is a party have been duly and properly authorized by all requisite corporate action in accordance with applicable Law and Seller's Governing Documents. This Agreement and each Transaction Document to which Seller is a party have been duly executed and delivered by Seller and are the valid and binding obligation of Seller, enforceable against Seller in accordance with their terms, except as such enforcement may be limited by general principles of equity (including the possibility of unavailability of specific performance or injunctive relief), whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

(c) No Violation. Neither Seller's execution and delivery of this Agreement or any of the other Transaction Documents to which it is a party nor consummation of the Contemplated Transactions will (i) violate, conflict with or result in the breach of any term, condition or provision of (A) Seller's Governing Documents, (B) any Law or Order to which Seller is subject or by which Seller is bound, or (C) any Contract to which Seller is a party or by which Seller is bound, or (ii) result in the creation of any Encumbrance or other adverse interest upon any Purchased Asset. Except as set forth on Schedule 6(c), no Permit, approval, consent or authorization of, filing, declaration or registration with, or notification to any governmental authority or other Person is required in connection with Seller's execution and delivery of the Transaction Documents to which it is a party or consummation of the Contemplated Transactions.

(d) Indebtedness. Except as set forth in Schedule 6(d), Seller has no outstanding Indebtedness and is not a guarantor or indemnitor of any Indebtedness of any other Person as of the Closing.

(e) Compliance With Laws. Seller and the operation of the Business are in compliance in all material respects with all applicable Laws. Seller has not received any notice or other communication from any governmental authority or any other Person regarding any actual or alleged violation of, or failure to comply with, any term or requirement of applicable Law.

(f) Data Security and Privacy.

(i) Except as set forth in Schedule 6(f), Seller has not engaged in any activities in violation of any applicable federal, state, local and foreign laws, and mandatory industry standards regarding Seller's collection, storage, use, disclosure, protection, and transfer of Personal Data and the security of data including payment card industry data security standards and any applicable privacy standards ("Privacy and Data Security Laws"), and Seller has not received any complaint, claim or other notice alleging a violation of any Privacy and Data Security Laws.

(ii) Seller has implemented policies relating to its collection, use, storage, processing, transfer, disclosure, and protection of Personal Data, including a publicly available privacy policy (any and all such policies of Seller, the “Privacy and Data Security Policies”), and Seller is in compliance in all material respects with such Privacy and Data Security Policies. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the Contemplated Transactions will violate any applicable law or data protection regulation, or the Privacy and Data Security Policies.

(iii) Seller has not received any written complaint, claim, demand, inquiry, or other notice, including a notice of investigation, from any governmental, regulatory or self-regulatory authority or entity regarding Seller’s collection, use, storage, processing, transfer or disclosure of Personal Data or alleging that Seller’s collection, processing, use, storage, security, and/or disclosure of Personal Data (A) is in violation of any applicable laws or regulations regarding the protection or security of Personal Data and the security of data, (B) is in violation of any Privacy and Data Security Policies, or (C) otherwise constitutes an unfair or deceptive trade practice.

(iv) Seller has commercially reasonable safeguards in place implemented in an effort to protect Personal Data in its possession or control from unauthorized access by third persons, including Seller’s employees and contractors. To Seller’s Knowledge, except as set forth in Schedule 6(f), there has been no unauthorized access, use, or disclosure by third persons (including by Seller employees and contractors who are not authorized to access the applicable Personal Data) of Personal Data in the possession or control of Seller and any of its contractors.

(v) Seller contractually requires all third parties, including vendors, affiliates, and other persons providing services to Seller, who have access to or receive Personal Data from Seller, to comply with all applicable laws regarding the use of such Personal Data and to use commercially reasonable efforts consistent with applicable law to store and secure all Personal Data in an effort to protect against unauthorized access to or use of the Personal Data.

(g) Financial Statements. Seller has delivered to Purchaser the following internally prepared and unaudited financial statements of Seller: (i) a profit and loss statement of Seller for the twelve-month period ended December 31, 2014, (ii) a balance sheet of Seller as at December 31, 2014, (iii) a profit and loss statement of Seller for the four-month period ended April 30, 2015 and (iv) a balance sheet of Seller as of April 30, 2015 (collectively, the “Financial Statements”). The Financial Statements are true, complete and correct in all material respects, were prepared in good faith and in accordance with United States generally accepted accounting principles (consistently applied) and are consistent with the books and records of Seller, and fairly present, in all material respects, the financial condition and results of operations of Seller as of and for the periods presented thereby, provided that the Financial Statements lack footnotes and

other presentation items and are subject to normal year-end adjustments that will not, in the aggregate, be material.

(h) Tax Matters.

(i) Seller has been taxable as a C Corporation for all federal, state and local Tax purposes for its entire period of existence through the date immediately prior to the Closing Date.

(ii) Seller has complied in all material respects with all Laws relating to Taxes and has timely filed or caused to be timely filed all Tax Returns with respect to any Tax. All such Tax Returns were true, complete and correct in all material respects. All Taxes of Seller due and payable (whether or not shown as due on a Tax Return) have been paid. Seller has (A) withheld all required amounts from its employees, agents, contractors, nonresidents and other Persons and remitted such amounts to the proper agencies in accordance with all applicable Laws, (B) paid all employer contributions and premiums, and (C) filed all Tax Returns with respect to employee income Tax withholding, social security Taxes and premiums and unemployment Taxes and premiums, all in compliance with the Code and other applicable Laws, as in effect for the applicable year. No federal, state, local or foreign Tax audits or other administrative proceedings, discussions or court proceedings are presently in progress or pending or, to Seller's Knowledge, threatened with regard to any Taxes or Tax Returns of Seller. There is no contract, agreement, plan or arrangement covering any employee or former employee or independent contractor or former independent contractor of Seller that, individually or collectively, could give rise to a payment by Purchaser (or the provision by Seller of any other benefit such as accelerated vesting) that would not be deductible by reason of Code §280G or subject to an excise tax under Code §4999. Seller has no indemnity obligation for any excise Taxes imposed under Code §4999.

(iii) Schedule 6(h) contains a list of all jurisdictions (whether foreign or domestic) in which Seller (i) has operations and/or (ii) has filed a Tax Return.

(iv) None of the Purchased Assets are "tax-exempt use property" within the meaning of Section 168(h) of the Code.

(v) None of the Purchased Assets is property that Seller is required to treat as being owned by any other Person for any foreign, federal, state or local income tax purpose pursuant to the "safe harbor lease" provisions of former Section 168(f)(8) of the Code or any other Tax Law.

(vi) No Person holds interests that are subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code with respect to which a valid election under Section 83(b) of the Code has not been made.

(i) Contracts. Schedule 6(i) contains a true, complete and correct list of, and Seller has delivered to Purchaser true, complete and correct copies of, each of the

following Contracts to which Seller is a party or otherwise bound: (i) each Contract related to the employment of any Key Employees, (ii) each license or licensing agreement of Intellectual Property, whether Seller is a licensor or licensee (except for any licenses for off-the-shelf software which is generally available on standard terms), (iii) each Contract with a customer, partner, vendor or consultant and (iv) any other Contract that is material to the Business of Seller.

(j) Intellectual Property.

(i) Schedule 6(j) sets forth a true, complete and correct list of all Intellectual Property Assets. Seller is the owner of all right, title and interest in and to the Intellectual Property Assets, free and clear of any Encumbrances and, except as described on Schedule 6(j), has the right to use all of the Intellectual Property Assets being used in the Business as presently conducted, free and clear of all Encumbrances and without payment to any Person. Except as described on Schedule 6(j), Seller is not in violation of any license, sublicense or agreement with respect to any Intellectual Property Assets, and the consummation of the Contemplated Transactions will not limit Purchaser's ability to use such Intellectual Property Assets. Seller has no presently pending patent applications, trademark applications, service mark applications, or copyright applications. Seller (A) has not infringed upon, violated or misappropriated, the Intellectual Property rights of any third party (other than the Patents of any third party), including with respect to the use of third party content and images on its website or mobile applications, (B) to Seller's Knowledge, has not infringed upon, violated or misappropriated, the Patents of any third party and (C) has not received any written notice alleging any such infringement, misappropriation, or violation (including any claim that Seller must license or refrain from using any Intellectual Property rights of any other person or entity). To Seller's Knowledge, no other Person has violated, infringed upon, or misappropriated any of the Intellectual Property Assets. There are no pending or, to Seller's Knowledge, threatened claims against Seller, alleging that any of the Intellectual Property Assets infringe on or conflict with the rights of any other Person. To Seller's Knowledge there are no pending or threatened claims against Seller's employees or independent contractors alleging that any of the Intellectual Property Assets infringe on or conflict with the rights of any other Person. Except as described on Schedule 6(j), there are no outstanding options, licenses or agreements of any kind relating to the Intellectual Property Assets, nor is Seller a party to or bound by any options, licenses or agreements of any kind with respect to the Intellectual Property of any other Person.

(ii) Seller has all right, title and interest in and to the Software (including the exclusive right to license, sell, exploit and charge others for the use of the Software and all derivative works thereof, except permitted use in applications), free and clear of any Encumbrances. Seller is in actual and sole possession of the complete source code of the Software and all Design Documentation. Each author, or other material contributor to the development of the Software, made his, her, or its contribution to the Software within the scope of

employment or engagement with Seller, as a “work made for hire” (or has validly and irrevocably assigned all rights in and to the Software to Seller) and was directed by Seller to work on the Software. To Seller’s Knowledge, Seller is in compliance in all material respects with all Open License Terms applicable to any Public Software licensed to or used by Seller either as incorporated in Software or otherwise in connection with the Business. Seller has not received any written notice in connection with the Business alleging that Seller is in violation or breach of any Open License Terms.

(iii) Seller has only used the Public Software internally and has not modified any such Public Software or distributed any such Public Software, in whole or in part, with any of the Intellectual Property Assets. Seller has made available to Purchaser a complete and accurate list of: (i) any Public Software integrated into the Software; (ii) a list of the Open License Terms applicable to each such Public Software; and (iii) how Public Software is linked to or with or used within the Software (e.g., dynamically, statically, etc.).

(iv) Seller has not programmatically collected content from third party websites (without the websites’ authorization) in a manner that (A) disregards any robot exclusion files or headers, or (B) intentionally circumvents any technical barriers employed by a website to prevent such collection.

(v) Seller is in compliance in all respects with all terms in any license, integration model or other agreement for any third party API that it uses or that it has used.

(k) Title to Purchased Assets. Seller has good and marketable title to all of the Purchased Assets free and clear of any Encumbrances. Other than this Agreement, there are no agreements, options, commitments or rights in favor of any Person to acquire, directly or indirectly, the Business or any interest therein or any properties or assets of Seller other than in the ordinary course of business consistent with past practices. Each item of tangible property included in the Purchased Assets has been well maintained and is in good operating condition and repair (with the exception of ordinary wear and tear).

(l) Employees; Employee Benefit Plans.

(i) To Seller’s Knowledge, no employee of Seller is a party to, or is otherwise bound by, any Contract, including any confidentiality, non-competition or proprietary rights agreement between such individual and any Person other than Seller, or subject to any Order, that in any way adversely affects, or will adversely affect, in any material respect, the performance of his or her duties as an employee, officer or director of Seller or Purchaser.

(ii) Except as set forth on Schedule 6(l), Seller does not sponsor, maintain or contribute to, and has never sponsored, maintained or contributed to or had any Liability with respect to any compensatory or employee benefit agreement, plan, or arrangement covering any employee, director, or independent

contractor, including any agreement, plan, or arrangement subject to ERISA, equity compensation, health and welfare benefits, or retirement.

(iii) Seller is in compliance with all applicable Laws respecting employment, benefits, worker classification (including the proper classification of employees as exempt or nonexempt and workers as independent contractors), and wages and hours.

(iv) The consummation of the Contemplated Transactions will not entitle any employee of Seller to severance pay or any other payment.

(m) Litigation. Except as set forth in Schedule 6(m), there is no action, suit, proceeding, claim or any audit or investigation pending or, to Seller's Knowledge, threatened against Seller that relates in any way to Seller, the Business, the Purchased Assets, this Agreement or the Contemplated Transactions. Seller is not a party to or bound by any Order that relates in any way to Seller, the Business, the Purchased Assets, this Agreement or the Contemplated Transactions. There is no action, suit, proceeding or investigation relating to the Purchased Assets that was commenced by Seller and is currently pending or that Seller intends to initiate against a third party.

(n) Related Person Transactions. To Seller's Knowledge, except as set forth in Schedule 6(n), no Related Person has had, directly or indirectly, a material interest in (i) any Person that purchases from Seller or sells, licenses or furnishes to Seller any goods, property, technology, intellectual or other property rights or services, or (ii) any Contract to which Seller is a party or by which it may be bound or affected.

(o) Obligations to Related Persons. Except as set forth in Schedule 6(o), (i) there are no obligations of Seller to any of its Related Persons for (A) payment of salary and/or consulting fees for services rendered, (B) reimbursement for reasonable expenses incurred on behalf of Seller, and (C) other standard employee benefits made generally available to all employees (including stock option or similar agreements outstanding under any equity incentive plan of Seller), and (ii) no director, stockholder or officer of Seller (nor, to Seller's Knowledge, any member of their immediate families) is indebted to Seller or has any ownership interest, directly or indirectly, in (x) any Person that is an Affiliate of Seller or with which Seller has a material business relationship or (y) any Person that competes with Seller (excluding publicly traded companies in which such director, stockholder or officer owns less than 5% of the outstanding equity securities).

(p) Brokers or Finders. Neither Seller nor any of its representatives have incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the Contemplated Transactions.

(q) Disclosure. No representation or warranty of other statement made by Seller in this Agreement (including the Disclosure Schedules) or any other Transaction Document to which it is a party or any other certificate or instrument delivered by Seller pursuant to this Agreement contains any untrue statement of a material fact, or omits to

state a material fact necessary in order to make any such statement contained herein or therein not misleading, in light of the circumstances in which it was made.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Due Organization. Purchaser is a corporation duly formed, validly existing and in good standing under the laws of Delaware.

(b) Authority. Purchaser has full power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by Purchaser of the Transaction Documents to which it is a party have been duly and properly authorized by all requisite action in accordance with applicable Law and Purchaser's Governing Documents.

(c) Enforceability. Each Transaction Document to which Purchaser is a party has been duly executed and delivered by Purchaser and is the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

(d) No Violation. Neither Purchaser's execution and delivery of the Transaction Documents to which it is a party nor consummation of the Contemplated Transactions will violate, conflict with or result in the breach of any term, condition or provision of (i) Purchaser's Governing Documents, (ii) any Law or Order to which Purchaser is subject or by which Purchaser is bound, or (iii) any Contract to which Purchaser is a party or by which Purchaser is bound. No permit, approval or consent of, filing with or notification to any governmental authority or other Person is required in connection with Purchaser's execution and delivery of the Transaction Documents to which it is a party or the consummation of the Contemplated Transactions.

(e) Brokers or Finders. Neither Purchaser nor any of its representatives have incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the Contemplated Transactions.

8. Closing; Deliveries.

(a) Closing. The closing of the Contemplated Transactions (the "Closing") shall take place concurrently with the execution of this Agreement by the remote exchange of documents and signatures by electronic mail in portable document format (.PDF).

(b) Seller's Deliveries. In connection with the execution of this Agreement and the consummation of the Contemplated Transactions, Seller is delivering to Purchaser the following, all of which shall be deemed to be delivered simultaneously:

- (i) the Offer Letters, duly executed by each of the Key Employees;
- (ii) the CIPRCAs, duly executed by each of the Key Employees;
- (iii) a Bill of Sale and IP Assignment (the "Bill of Sale and IP Assignment"), duly executed by Seller;
- (iv) a certificate of an effective officer of Seller certifying as true, complete and correct and attaching the (A) certificate of incorporation and by-laws of Seller, (B) resolutions of Seller's board of directors and shareholders authorizing and approving the execution and delivery of the Transaction Documents and the consummation of the Contemplated Transactions and (C) incumbency and signatures of the officers of Seller; and
- (v) a certificate of the Washington Secretary of State, dated not earlier than ten (10) days prior to the Closing Date, as to the existence and good standing of Seller in Washington and certificates of the Secretary of State (or equivalent governmental authority) of each jurisdiction in which Seller is qualified to do business as a foreign entity as to the foreign qualification and good standing of Seller in such other States (as the case may be).

(c) Purchaser's Deliveries. Simultaneously with the execution of this Agreement and the consummation of the Contemplated Transactions, Purchaser is delivering to Seller:

- (i) payment of the Closing Payment pursuant to Section 4;
- (ii) the Offer Letters, duly executed by Purchaser;
- (iii) the CIPRCAs, duly executed by Purchaser; and
- (iv) the Bill of Sale and IP Assignment, duly executed by Purchaser.

9. Indemnification

(a) Survival. All representations and warranties of Purchaser and Seller contained herein shall survive the execution and delivery of this Agreement and the Closing and shall thereafter terminate and expire twelve (12) months after the Closing Date; provided, however, that (i) the representations and warranties of Seller set forth in Section 6(h) (Tax Matters) (the "Tax Representations") hereof shall survive for the period of any applicable statute of limitations plus thirty (30) days, at which time such representations and warranties shall terminate and (ii) the Fundamental Representations shall survive indefinitely. All covenants and other obligations of the Parties contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing indefinitely, unless such covenants or obligations earlier expire pursuant to the provisions of this Agreement or are fully performed and satisfied. The right to indemnification based upon such representations, warranties, covenants and obligations shall not be affected by any examination, inspection, audit or other investigation

conducted by Purchaser with respect to, or any knowledge acquired at any time with respect to, the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. Seller acknowledges and agrees that Purchaser shall have the right to rely fully upon the representations, warranties, covenants and obligations of Seller contained in this Agreement or any agreement or instrument required to be delivered hereunder, and no presumption or burden of proof shall arise in favor of Seller by virtue of such participation by Purchaser.

(b) Indemnification by Seller. The Seller Parties shall, severally (and not jointly and severally), indemnify, defend and hold harmless Purchaser, its successors and assigns in interest, and each of their respective shareholders, members, directors, officers, employees, agents, subsidiaries and Affiliates (collectively, the “Purchaser Indemnified Persons”) and will reimburse the Purchaser Indemnified Persons, from and against any and all Losses that may be incurred or suffered by the Purchaser Indemnified Persons arising or resulting from or in connection with:

(i) any misrepresentation, inaccuracy or breach of any representation or warranty made by Seller contained in Section 6 hereof;

(ii) any breach of any covenant or obligation of Seller herein or in any Transactions Document to which Seller is a party;

(iii) any Retained Liabilities;

(iv) any Retained Assets;

(v) any Taxes of Seller with respect to operations of the Business, ownership of the Purchased Assets or employment of the Key Employees for any period ending on or prior to the Closing Date, or the portion of any period ending on the Closing Date, any Taxes of any Person that Seller is liable for in a period ending on the Closing Date (or a portion of any period ending on the Closing Date) as a result of joint and several liability as a transferee or successor, by contract, or otherwise, and any Transfer Taxes pursuant to Section 10(a); or

(vi) Seller’s operation of the Business (or any successor thereto) after the Closing pursuant to Section 10(e) or otherwise.

(c) Indemnification By Purchaser. Purchaser shall indemnify, defend and hold harmless Seller, its successors and assigns in interest, and each of their respective shareholders, members, directors, officers, employees, agents, subsidiaries and Affiliates (collectively, the “Seller Indemnified Persons”) from and against any and all Losses that may be incurred or suffered by Seller Indemnified Persons arising or resulting from or in connection with any:

(i) misrepresentation, inaccuracy or breach of any representation or warranty made by Purchaser contained in Section 7 hereof; and

(ii) breach of any covenant or obligation of Purchaser herein or in the Transaction Documents.

(d) Indemnification Limitation – Threshold and Cap. The Seller Parties shall have no obligation to indemnify Purchaser under Section 9(b)(i), and no indemnification claims shall be brought against a Seller Party under Section 9(b)(i), absent fraud, willful misconduct or intentional misrepresentation on the part of such Seller Party, (i) until and to the extent the aggregate amount of all Losses exceeds Twenty-Five Thousand Dollars (\$25,000); and (ii) for the aggregate amount of all Losses incurred or sustained by Purchaser in respect thereof which exceed the Holdback Amount (the “Indemnity Cap”); provided, however, that the Indemnity Cap shall be equal to the Purchase Price with respect to Losses arising under or related to Section 9(b)(i) due to a breach of the Tax Representations or the Fundamental Representations or Sections 9(b)(ii) through 9(b)(vi). Notwithstanding anything in the foregoing to the contrary, absent fraud by such Indemnity Shareholder, no Indemnity Shareholder shall have any obligation to indemnify any of the Purchaser Indemnified Persons for any Losses in excess of (i) an amount equal to the portion of the Purchase Price actually received by such Indemnity Shareholder in its capacity as a shareholder of Seller (including any amounts received from the Holdback Amount), plus (ii) any other amounts that are generated from earnings generated by Seller during the Wind-Down Period and paid or distributed to such Indemnity Shareholder by Seller (whether pursuant to Section 10(f) or otherwise) (the “Shareholder Indemnity Cap”); provided, however, that in the case of fraud by Seller or its directors or officers (in their capacity as such), the Shareholder Indemnity Cap applicable to an Indemnity Shareholder shall also include the portion of the Purchase Price actually received by such Indemnity Shareholder in its capacity as a noteholder of Seller.

(e) Indemnification Procedures.

(i) Within twenty (20) days after learning of any claims of a third party (a “Third Party Claim”) (or such shorter time as may be necessary to give the Indemnifying Party a reasonable opportunity to respond to such claim), a Party seeking indemnification under this Section 9 (the “Claiming Party”) must give the Party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of the Third Party Claim as to which the Claiming Party seeks indemnification (a “Third Party Claim Notice”). The Third Party Claim Notice must (A) specify the basis of such Third Party Claim, (B) describe the claim in reasonable detail and (C) indicate the amount (estimated, if necessary, and to the extent feasible) of the damages that have been or may be suffered by the Claiming Party. Failure to deliver a timely and detailed Third Party Claim Notice shall not relieve the Indemnifying Party of any liability for indemnification unless the Indemnifying Party is prejudiced thereby (and then only to the extent of such prejudice). Within forty-five (45) days after receipt of the Third Party Claim Notice (or such shorter time as may be necessary to give the Claiming Party a reasonable opportunity to respond to such Third Party Claim (the “Indemnification Notice Period”), the Indemnifying Party must provide written notice to the Claiming Party stating either that it is assuming responsibility for the

Third Party Claim or that it is disputing the claim for indemnification (the “Indemnification Notice”).

(ii) If the Indemnifying Party timely provides to the Claiming Party an Indemnification Notice within the Indemnification Notice Period stating that it assumes responsibility for the Third Party Claim, then the Indemnifying Party shall have the right to assume and conduct the defense of such Third Party Claim at its or his own expense; provided, however, that the Claiming Party will be allowed a reasonable opportunity to participate in the defense of such Third Party Claim with its own counsel and at its own expense; and provided, further, that if the interests of the Claiming Party and the Indemnifying Party with respect to such Third Party Claim are or reasonably become in conflict with or adverse to each other, then the Claiming Party may retain its own counsel at the Indemnifying Party’s expense. If the Indemnifying Party assumes and conducts the defense on behalf of the Claiming Party, then the Indemnifying Party shall be responsible to indemnify under the terms of this Section 9 the Claiming Party for any Losses resulting from such Third Party Claim and may settle such Third Party Claim, but may not, without the consent of the Claiming Party, agree to any settlement that does not include a provision whereby the third party claimant releases the Claiming Party from all liability or agrees to any relief other than money damages and a full release.

(iii) If the Indemnifying Party disputes the claim for indemnification against it with respect to such Third Party Claim, then the Claiming Party shall have the right to conduct the defense and to compromise and settle such Third Party Claim as the Claiming Party reasonably deems appropriate; provided, that the Claiming Party shall not, without the consent of the Indemnifying Party, agree to any settlement that does not include a provision whereby the third party claimant releases the Indemnifying Party from all liability with respect to such Third Party Claim. If such Third Party Claim is finally resolved in favor of indemnification by the Indemnifying Party by a court or other tribunal of competent jurisdiction or by mutual agreement of the Claiming Party and Indemnifying Party, then the Indemnifying Party shall, within ten (10) days of the date of such resolution or agreement, pay to the Claiming Party all Losses incurred by the Claiming Party in connection with such Third Party Claim.

(iv) In the event any Claiming Party should have a claim against any Indemnifying Party for indemnification of Losses hereunder other than in connection with a Third Party Claim, such Claiming Party shall deliver prompt notice of such claim to the Indemnifying Party after learning of such claim stating in reasonable detail the nature and basis of such claim and providing copies of the relevant documents evidencing such claim, the amount of the Losses claimed, and the basis for the indemnification sought. Notwithstanding the foregoing, the failure of the Claiming Party to give such notice to the Indemnifying Party shall not relieve the Indemnifying Party of any liability hereunder unless the Indemnifying Party was prejudiced thereby under this Section 9, and then only to the extent of such prejudice. If the Indemnifying Party notifies the Claiming

Party that it does not dispute the claim described in such notice or fails to notify the Claiming Party within forty-five (45) days after delivery of such notice by the Claiming Party whether the Indemnifying Party disputes the claim described in such notice, the Loss in the amount specified in the Claiming Party's notice shall be conclusively deemed a liability of the Indemnifying Party and, subject to the limitations set forth in this Section 9, the Indemnifying Party shall pay the amount of such loss to the Claiming Party no later than ten (10) days following the determination of the Indemnifying Party's liability (whether such determination is made pursuant to the procedures set forth in this Section 9(e)(iv), by agreement between the Indemnifying Party and the Claiming Party or by final adjudication).

(f) Insurance. Any indemnity payment due and payable by an Indemnifying Party under this Agreement shall be net of any insurance proceeds actually recovered or received by the Claiming Party and its Related Persons; provided, that (A) the foregoing shall not require any Claiming Party to attempt to notify, file a claim with or collect any amount from any insurer or other Person, and (B) except as provided in this Section 9(f), the existence of any insurance policies shall not affect the indemnification obligations of any Party.

(g) Exclusive Remedy. Except for any Loss resulting from fraud of another Party or any of its Related Persons, each Party's exclusive remedy from and after the Closing with respect to claims of misrepresentation or breach of representation or warranty under this Agreement shall be indemnification pursuant this Section 9; provided, however, that nothing in this Section 9(g) shall limit any equitable remedy, including injunctions and specific performance, that a Party may have pursuant to this Agreement.

(h) Calculation of Losses. For purposes of determining whether a breach of a representation or warranty under Sections 6 or 7 has occurred and calculating Losses in connection with a claim for indemnification under this Section 9, each representation or warranty that contains any qualification as to "materiality" or "Material Adverse Effect" shall be deemed to have been given as though there were no such qualification, and any such qualification shall be disregarded for purposes of this Section 9.

(i) Purchase Price Adjustment. Any indemnity payments made pursuant to this Section 9 shall be treated for all Tax purposes as an adjustment to the Purchase Price.

(j) Subrogation. Upon making any indemnification payment under this Section 9, the Indemnifying Party will, to the extent of such payment, be subrogated to all rights of the Claiming Party against any third party in respect of the Losses to which such payment relates.

(k) Indemnification Limitation – Type of Losses. Neither the Seller Parties nor Purchaser shall have any obligation to indemnify the Purchaser Indemnified Persons or Seller Indemnified Persons, as applicable, from and against consequential damages, incidental damages, indirect damages, punitive damages, diminution in value or lost

profits, except in the case of any such damages that are payable to a third party in respect of a Third Party Claim that gives rise to indemnification rights hereunder.

(l) Holdback Amount.

(i) The Holdback Amount is being withheld by Purchaser for the purpose of allowing the Purchaser Indemnified Parties to recover therefrom the amount of any claims for indemnification that such Purchaser Indemnified Parties may have against Seller under Section 9(b) of this Agreement. If any claim for indemnification pursuant to Section 9.2(b) is determined to be due and owing to any Purchaser Indemnified Party, the amount of such claim shall first be drawn from the Holdback Amount until the earlier of (A) the time that the Holdback Amount has been reduced to zero and (B) the Holdback Distribution Date.

(ii) On the date that is twelve (12) months after the Closing Date (the “Holdback Distribution Date”), Purchaser shall pay to Seller, by wire transfer of immediately available funds pursuant to the wire transfer instructions set forth on Schedule 4 or such other wire transfer instructions provided by Seller in writing to Purchaser no later than five (5) business days prior to the Holdback Distribution Date, the Holdback Amount; provided, that in the event any Purchaser Indemnified Parties have any claims for indemnification against the Seller Parties under this Section 9 for which a Purchaser Indemnified Party has given notice to such Seller Party in accordance with the terms herein, Purchaser shall continue to withhold the portion of the Holdback Amount subject to such claims until the Parties fully and finally resolve such claims.

10. Other Agreements and Covenants.

(a) Transfer Taxes. Any and all transfer, sales, use, purchase, value added, excise, real property, personal property, intangible, stamp, or similar Taxes (collectively, “Transfer Taxes”) imposed on or resulting from the transfer of any Purchased Assets (including those Transfer Taxes imposed on Purchaser or the Purchased Assets) shall be paid by Seller.

(b) Post-Closing Access to Records; Further Assurances.

(i) Purchaser and Seller shall provide each other with such assistance as may reasonably be requested by the other in connection with the preparation of any return or report of Taxes, any audit, other examination by any taxing authority, or judicial or administrative proceeding relating to Liabilities for Taxes and any other matter for which cooperation and assistance is reasonably requested. Such assistance shall include making employees available on a mutually convenient basis to provide additional information or explanation of material provided hereunder and shall include providing copies of relevant Tax Returns and supporting material. The Party requesting assistance hereunder shall reimburse the assisting Party for reasonable out-of-pocket expenses incurred in providing such assistance. The Parties will retain for the full period of any statute

of limitations and provide the other Party with any records or information which may be relevant to any such preparation, audit, examination, proceeding or determination.

(ii) If, after the Closing Date, any further action is necessary or desirable to carry out or effect the purposes of this Agreement and the other Transaction Documents, each Party will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, at the sole cost and expense of the requesting Party.

(c) Bulk Sale Waiver. The Parties acknowledge and agree that no filings with respect to any bulk sales or similar Laws have been made, are intended to be made, or are a condition precedent to the Closing. In consideration of such waiver by Purchaser, the Seller Parties shall indemnify, defend and hold the Purchaser Indemnified Persons harmless against any claims or damages resulting or arising from Seller's failure to comply with applicable bulk sales Laws.

(d) Wind-Down of the Business. Seller covenants and agrees to use commercially reasonable efforts to wind-down the Business during the period commencing on the Closing Date and ending on the date that is the six (6)-month anniversary of the Closing Date (the "Wind-Down Period"). Seller shall furnish to Purchaser (i) monthly unaudited financial statements of Seller within five (5) business days after the end of each month until Seller is liquidated, which such financial statements shall list any payments or distributions made to any of Seller's shareholders, and (ii) copies of any bank wire receipts evidencing direct or indirect payments from Seller to any of the Indemnity Shareholders during the period between the Closing and the time that Seller is liquidated, which shall be furnished to Purchaser within five (5) business days after the date that each such payment is made. Seller will reasonably consult with Purchaser concerning the means by which Seller's employees, customers, suppliers, users and others having dealings with Seller will be informed of the transactions contemplated by this Agreement.

(e) Limited License to Use Intellectual Property Assets. Purchaser hereby grants to Seller a non-exclusive, non-transferable, revocable, fully paid license to use the Intellectual Property Assets acquired by Purchaser hereunder during the Wind-Down Period (the "License Term") solely and exclusively in the exact manner in which the Intellectual Property Assets were being used by Seller prior to the Closing Date in connection with conducting the Business; provided, that, notwithstanding the foregoing, Seller's use of the Intellectual Property Assets during the License Term shall be limited to the activities set forth in Exhibit C; provided, further, that in the event that any customer, merchant or other third party requests that Purchaser refrain from using the Intellectual Property Assets in any manner with respect to such customer, merchant or other third party, Seller agrees that it shall also refrain from using the Intellectual Property Assets in such manner. Seller acknowledges that all goodwill associated with Seller's use of such Intellectual Property Assets during the License Term shall inure solely to the benefit of Purchaser. Seller agrees that under no circumstances during the License Term will the Intellectual Property Assets be used in a manner that (i) is

defamatory, derogatory, or obscene, (ii) infringes the intellectual property of any third party, (iii) violates the privacy rights of Purchaser or any third party, or (iv) undermines the value, integrity, or validity of such Intellectual Property Assets. Seller further agrees that it shall maintain the confidentiality of any trade secret or other confidential information related to such Intellectual Property Assets. Seller further acknowledges that any Intellectual Property that Seller develops during the course of the License Term which is related in any way to the Business shall be the sole property of Purchaser, and Seller hereby assigns to Purchaser any and all rights related thereto. Seller agrees to execute any assignments, lawful oaths, or other papers that may be reasonably necessary to evidence and effectuate Purchaser's ownership of such Intellectual Property. Upon expiration of the License Term, unless it is extended by mutual agreement in writing signed by both Purchaser and Seller, Seller shall immediately cease any and all use of the Intellectual Property Assets contemplated hereunder and return to Purchaser any and all documentation related thereto. In the event that either Party receives a notice or claim alleging that, or is advised reasonably and in good faith by outside counsel that, Seller's use of any of the Intellectual Property Assets infringes on or conflicts with the rights of any other Person or is otherwise not in compliance with any Law, Purchaser shall have the right to terminate the license contemplated in this Section 10(e) immediately upon receipt of such advice, notice or claim. Seller acknowledges and agrees that, except for the Intellectual Property Assets acquired by Purchaser and licensed to Seller pursuant to this Section 10(e), the license granted hereunder does not provide Seller with any right or license to any of Purchaser's Intellectual Property. Seller further acknowledges and agrees that, from and after the Closing, it will not represent or otherwise hold itself out as operating the Business for, with or on behalf of Purchaser.

(f) Retention of Funds. After the Closing and until the end of the Wind-Down Period, (i) Seller shall retain any funds generated by or otherwise attributable to Seller's operation of the Business (or any successor thereto) during the Wind-Down Period; provided, that Seller shall be permitted to (A) make ordinary course expense payments consistent with past practices and (B) distribute the Purchase Price to its shareholders and debtholders, as applicable, and (ii) except as provided in clause (i) hereof, Seller shall not, without the prior written consent of Purchaser, make any distributions or other payments to any of its shareholders.

(g) Distribution of Purchase Price. Seller agrees that it shall use commercially reasonable efforts to distribute the Purchase Price in accordance with Exhibit D.

11. Non-Compete. Seller acknowledges and agrees that Purchaser would be irreparably damaged if it were to provide services to or otherwise participate in the business of any Person competing with the Business and that any such competition by Seller would result in a significant loss of goodwill by the Business and Purchaser. Seller further acknowledges and agrees that the covenants and agreements set forth in this Section 11 were a material inducement to Purchaser entering into this Agreement and performing its obligations hereunder, and that Purchaser would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties hereto if Seller breached the provisions of this Section 11. In consideration of the mutual covenants provided for, and the consideration paid or conveyed to, Seller pursuant to the transactions contemplated hereby, neither Seller nor any of its Affiliates

shall engage (whether as an owner, operator, stockholder, partner, joint venturer, employee, officer, director/manager, consultant, advisor, representative or otherwise) directly or indirectly in the Business during the period beginning on the Closing Date and ending on the third (3rd) anniversary of the Closing Date (the “Restricted Period”) in any jurisdiction in which Seller has conducted during the immediately preceding two (2) years, currently conducts, or have plans to conduct, the Business as of the Closing Date. The parties hereto agree that the covenant set forth in this Section 11 is reasonable with respect to its duration, geographical area and scope. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 11 is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the duration, geographical area or scope of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

12. Definitions and Construction. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“Affiliate” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under common control with such Person, including (i) in the case of a Person who is an individual, any of such Person’s spouse, descendants (lineal or adopted) or ancestors and any of their respective spouses, and (ii) in the case of a Person who is a partnership or limited liability company, any of such Person’s partners or members. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, by contract or otherwise.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contemplated Transactions” means the transactions contemplated by this Agreement and the other Transaction Documents.

“Contract” means any contract, agreement, instrument, lease, sublease, license, deed, mortgage, purchase order, commitment, arrangement or undertaking, whether written or oral.

“Design Documentation” means all documentation, specifications, manuals, user guides, promotional material, technical documentation, drawings, flow-charts, diagrams, source language statements, demo disks, benchmark test results, and other written documentation regarding the source code architecture and overall design of the Software.

“Encumbrance” means any lien, encumbrance, charge, claim, community property interest, condition, equitable interest, option, pledge, security interest, right of first refusal or restriction, including any restriction on use, voting, transfer, receipt of income or exercise of any attribute of ownership (other than non-exclusive licenses entered into in the ordinary course of business).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Fundamental Representations” shall mean the representations set forth in Section 6(a) (Organization), Section 6(b) (Authority; Enforceability), Section 6(c) (No Violation), Section 6(d) (Indebtedness), Section 6(k) (Title to Purchased Assets) and Section 6(p) (Brokers and Finders).

“Governing Documents” means, with respect to a particular Person, such Person’s articles of incorporation, by-laws, regulations, articles of organization, limited liability company agreement, operating agreement, partnership agreement or other equivalent agreements, including all amendments thereto.

“Holdback Amount” means an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000).

“Indebtedness” means any indebtedness for borrowed money or for the deferred purchase price of property or services, whether current or funded, secured or unsecured, direct or indirect, including any accrued and unpaid interest, fees, breakage costs and prepayment penalties, if any, and including (i) any indebtedness evidenced by any note, bond, debenture or other debt security, (ii) any indebtedness to any lender or creditor under credit facilities of Seller, (iii) any guarantees of any such indebtedness or obligations, (iv) any drawn amounts under letter of credit arrangements, (v) any cash overdrafts, (vi) any capitalized leases, and (vii) any notes payable to any of Seller’s shareholders, vendors, customers or third parties.

“Indemnity Shareholders” means each of the shareholders of Seller that are listed in Exhibit B.

“Intellectual Property” means all (i) patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations relating thereto; (ii) trademarks, trade names, service marks, trade dress, logos, slogans, and all goodwill associated therewith, together with all applications, registrations, and renewals relating thereto; (iii) works of authorship and mask works, all copyrights, and all applications, registrations, and renewals relating thereto; and (iv) rights in Internet web sites or protocol addresses, Internet domain names and registration rights, and uniform resource locators.

“Intellectual Property Assets” means all Intellectual Property currently owned by Seller that is or was used by Seller in connection with the Business (including, for the avoidance of doubt, the Software).

“Knowledge” means, with respect to Seller, the actual knowledge of Neil Crist and Pete Mannix after reasonable inquiry.

“Law” means any federal, state, local, municipal, foreign, international, multinational or other administrative order, constitution, law, statute, ordinance, rule, regulation, ordinance, principal of common law, or treaty.

“Liability” means any debt, liability or obligation of any nature, whether known, unknown, accrued, unaccrued, absolute, contingent, asserted, unasserted, secured, unsecured, direct, indirect, perfected, inchoate, liquidated, unliquidated or otherwise.

“Loss” and “Losses” means any and all Liabilities, claims, deficiencies, obligations, judgments, settlements, liens, penalties, fines, costs, losses, Taxes, damages, diminution in value, and reasonable cost, expenses and disbursements, including but not limited to, reasonable attorneys’ and consultants’ fees, and accounting fees and other expert fees (and other expenses related to litigation or other claims or proceedings), incurred in connection with investigating, defending against or settling any of the foregoing, in each case, paid, incurred, accrued, suffered or sustained by the Indemnified Parties, or any of them (regardless of whether or not such Losses relate to any third party claims).

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other governmental authority or any arbitrator.

“Permit” means any governmental authorization, license, franchise, permit, operating authority, state operating license or registration or any other interstate, intrastate, national or international regulatory license.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or government authority.

“Personal Data” means all data relating to one or more individual(s) who can be identified from such data or from such data together with other information which is in the possession of, or is likely to come into the possession of, Seller.

“Public Software” means any software, libraries or other code that is licensed under or is otherwise subject to Open License Terms. The term “Open License Terms” means terms in any license, distribution model or other agreement for software, libraries or other code (including middleware and firmware) (a “Work”) which require, as a condition of use, reproduction, modification or distribution of the Work (or any portion thereof) or of any other software, libraries or other code (or a portion of any of the foregoing) in each case that is incorporated into or includes, relies on, linked to or with, derived from in any manner (in whole or in part), or distributed with a Work (collectively, “Related Software”), any of the following: (a) the making available of source code regarding the Work or any Related Software; (b) the granting of permission for creating modifications to or derivative works of the Work or any Related Software; or (c) the express granting of a royalty-free license to any Person under Proprietary Rights (including Patents) regarding the Work alone, any Related Software alone or the Work or Related Software in combination with other hardware or software. By means of example only and without limitation, Open License Terms includes any versions of the following agreements, licenses or distribution models: (i) the GNU General Public License (GPL); (ii) Lesser/Library GPL (LGPL); (iii) the Common Development and Distribution License (CDDL); (iv) the Artistic License (including PERL); (v) the Netscape Public License; (vi) the Sun Community Source License (SCSL) or the Sun Industry Standards License (SISL); (vii) the Apache License; (viii) the Common Public License; (ix) the Affero GPL (AGPL); (x) the Berkeley Software Distribution (BSD); (xi) the Mozilla Public License (MPL), or (xii) any licenses that are defined as OSI (Open Source Initiative) licenses as listed on the open source.org website.

“Purchase Price” means an amount equal to One Million Two Hundred Seventeen Thousand U.S. Dollars (\$1,217,000).

“Related Persons” means, with respect to a particular Person, such Person’s shareholders, members, managers, partners, directors, officers, employees, representatives, agents and Affiliates.

“Seller Parties” means Seller and each of the Indemnity Shareholders.

“Software” means all software products developed or owned by Seller and intended for use, sale or license by Seller, excluding products incorporated therein which are licensed to Seller by third parties.

“Sublease” means that certain Rental Agreement, dated as of September 25, 2013, by and between Perteet, Inc. and Seller, as amended by that certain First Amendment to Sublease, dated as of October 29, 2014, by and between Perteet, Inc. and Seller.

“Tax” means any net federal, state, county, provincial, local, or foreign income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, estimated, employment, excise, goods and services, severance, stamp, occupation, premium, property, escheat/unclaimed property, social security, environmental (including Code § 59A), alternative or add-on, value added, registration, windfall profits or other tax of any kind whatsoever, including any interest, penalty, or addition thereto.

“Tax Return” means any return, statement, schedule, report or other information required to be filed with any governmental authority or other Person with respect to any Tax.

“Transaction Documents” means this Agreement, the Offer Letters, the CIPRCAs, the Non-Compete Agreements, the Bill of Sale and IP Assignment, and any other agreements, instruments and documents to be delivered pursuant to this Agreement or deemed necessary or advisable to consummate the Contemplated Transactions.

13. General Provisions.

(a) Public Announcements. Neither Seller nor its representatives, agents and Affiliates shall issue any press release or other public document or make any public statement relating to this Agreement or the terms, conditions or other matters contained herein without obtaining the prior approval of Purchaser. The Parties will consult with each other and agree upon the timing and content of, and the means by which, Seller’s employees, customers, suppliers, users and others having dealings with Seller will be informed of the transactions contemplated by this Agreement and the wind-down of the Business. Nothing in this Section 13(a) shall require Seller to obtain consent to make, or prevent Seller from making, any public announcements or disclosures in such form as may be required by law.

(b) Fees and Expenses. Except as otherwise set forth in this Agreement, the Parties will bear their own costs and expenses (including attorneys’ fees, accountants’ fees, and other professional fees and expenses) incurred in connection with the

negotiation, preparation, execution and delivery of this Agreement, the Transaction Documents, and the consummation of the Contemplated Transactions.

(c) Notices. All notices, consents and other communications to be sent or given hereunder by any of the Parties shall in every case be in writing and shall be deemed properly served if (i) delivered personally, (ii) delivered by a recognized overnight courier service, or (iii) sent by email transmission with a confirmation copy sent by overnight courier, in each case, to the Parties at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Seller:

With a copy to (which shall not constitute notice):

Valuevine, Inc.
505 5th Ave S., Ste 300
Seattle, Washington 98104
Attn: Neil Crist
Email: neilcrist@gmail.com

Beacon Law Advisors, PLLC
801 2nd Avenue, Suite 350
Seattle, Washington 98104
Attn: Chris Hurley
Email: churley@beaconlaw.com

If to Purchaser:

Groupon, Inc.
600 West Chicago Avenue, Suite 400
Chicago, Illinois 60654
Attn: General Counsel

Groupon, Inc.
600 West Chicago Avenue, Suite 400
Chicago, Illinois 60654
Attn: James Terpstra, Assistant General Counsel
Email: jterpstra@groupon.com

Date of service of such notice shall be (x) the date such notice is personally delivered, (y) three (3) days after the date of delivery to the overnight courier if sent by overnight courier, or (z) the next succeeding business day after transmission by email.

(d) Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the other Transaction Documents embody the entire agreement and understanding of the Parties with respect to the Contemplated Transactions, and supersede all prior discussions, negotiations, letters of intent, agreements and other understandings (whether written or oral) among the Parties with respect to the subject matter hereof, and contain the entire and final agreement among the Parties with respect to the Contemplated Transactions.

(e) Amendment and Waiver. This Agreement may be amended only by a written agreement signed by the Parties to be charged with the amendment. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay in exercising any right, power or privilege under this Agreement or the other Transaction Documents will operate as a waiver of such right, power or privilege, and no single or partial excuse of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or any other right, power or privilege.

(f) Headings; References; Construction. The headings of Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to “Section(s)”, “Exhibit(s)” and “Schedule(s)” refer to the corresponding section(s) of, and exhibit(s) and schedule(s) to, this Agreement. References to a statute refers to the statute, any amendments or successor legislation and all rules and regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date. All pronouns and any variations thereof shall be construed to refer to such gender and number as the identity of the subject Person may require. The terms “include” and “including” do not limit the preceding words or terms and, when used in this Agreement, shall be deemed to be followed by the words “without limitation.”

(g) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

(h) Binding Effect; Assignment. This Agreement and the rights, covenants, conditions and obligations of the respective Parties and any instrument or agreement executed pursuant hereto shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any rights or obligations of any Party hereunder, may be assigned or delegated by a Party without the prior written consent of the other Party; provided, however, that Purchaser shall be entitled to assign its rights and benefits hereto, without the consent of Seller, (i) to an Affiliate of Purchaser so long as such Affiliate assumes Purchaser’s rights and obligations hereunder, (ii) in connection with the grant of a security interest in all of its rights and interests hereunder to any of Purchaser’s lenders, or (iii) in connection with the sale or all or substantially all of Purchaser’s assets so long as (A) the assignee assumes Purchaser’s obligations under this Agreement and (B) the assignee is financially capable of satisfying such obligations as reasonably determined by Purchaser; provided, further, however, no such assignment shall limit Purchaser’s obligations hereunder or cause a release of Purchaser’s obligations hereunder which shall remain primary together with any such assignee. In the event of any such assignment and delegation, the term “Purchaser” as used in this Agreement shall be deemed to refer to each such Affiliate or successor of Purchaser where reference is made to actions to be taken with respect to the acquisition of the Purchased Assets, and shall be deemed to include both Purchaser and each such Affiliate or successor where appropriate.

(i) No Third Party Beneficiaries. No Person who is not a party to this Agreement shall be deemed to be a beneficiary of any provision of this Agreement, and no such Person shall have any claim, cause of action, right or remedy pursuant to this Agreement.

(j) Governing Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF

LAWS RULES THEREOF. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, and in the absence of such federal jurisdiction, the Parties consent to be subject to the exclusive jurisdiction of the state courts located in Chicago, Illinois, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the Parties (i) waives the defense of inconvenient forum, (ii) agrees not to commence any suit, action or other proceeding arising out of this Agreement, any Transaction Document, or any transactions contemplated hereby or thereby other than in any such court, and (iii) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law.

(k) Schedules. Nothing in any schedule attached hereto shall be adequate to disclose an exception to a representation or warranty made in this Agreement unless such schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. No exceptions to any representations or warranties disclosed on one schedule shall constitute an exception to any other representations or warranties made in this Agreement unless such exception is disclosed as provided herein on each such other applicable schedule or the applicability of such disclosure is readily apparent as an exception to such other representation or warranty. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.


(l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original, and such counterparts together shall constitute one and the same instrument. A facsimile or PDF signature shall be acceptable as an original for all purposes.

[Signature page follows]

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

SELLER:

VALUEVINE, INC.

By: 
Name: Neil P. Coist
Its: President and CEO

PURCHASER:

GROUPON, INC.

By: _____
Name: _____
Its: _____

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


SELLER:

VALUEVINE, INC.

By: _____
Name: _____
Its: _____

PURCHASER:

GROUPON, INC.


By: _____
Name: Jason Hardstein
Its: SVP Corporate Development

Solely for purposes of Section 9:

INDEMNITY SHAREHOLDERS:

Q INVESTMENT PARTNERS, LLC

DocuSigned by:

Kraig Clark

8259074E59474CF...

Name: Kraig Clark

Title: Manager

TELENAV, INC.

Name: Evan Berg

Title: Vice President, Corporate Development and Strategy

SEC INVESTMENTS, LLC

Name: Carey Decamp

Title: Managing Member

SALESFORCE.COM, INC.

Name: John Somorjai

Title: SVP Corporate Development and Strategy

NIVIERA LLC

Name: Janice P. Anderson

Title: Principal

Joseph Sedmak

Signature Page to Asset Purchase Agreement

TRADEMARK
REEL: 005594 FRAME: 0068

Solely for purposes of Section 9:

INDEMNITY SHAREHOLDERS:

Q INVESTMENT PARTNERS, LLC

Name: Kraig Clark
Title: Manager

TELENAV, INC.

DocuSigned by:

524FCAA8F34B47B...
Name: Evan Berg
Title: Vice President, Corporate Development and Strategy

SEC INVESTMENTS, LLC

Name: Carey Decamp
Title: Managing Member

SALESFORCE.COM, INC.

Name: John Somorjai
Title: SVP Corporate Development and Strategy

NIVIERA LLC

Name: Janice P. Anderson
Title: Principal

Joseph Sedmak

Solely for purposes of Section 9:

INDEMNITY SHAREHOLDERS:

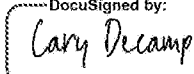
Q INVESTMENT PARTNERS, LLC

Name: Kraig Clark
Title: Manager

TELENAV, INC.

Name: Evan Berg
Title: Vice President, Corporate Development and Strategy

SEC INVESTMENTS, LLC

DocuSigned by:

409064F6D3CD4C4...
Name: Carey Decamp
Title: Managing Member

SALESFORCE.COM, INC.

Name: John Somorjai
Title: SVP Corporate Development and Strategy

NIVIERA LLC

Name: Janice P. Anderson
Title: Principal

Joseph Sedmak

Solely for purposes of Section 9:

INDEMNITY SHAREHOLDERS:

Q INVESTMENT PARTNERS, LLC

Name: Kraig Clark
Title: Manager

TELENAV, INC.

Name: Evan Berg
Title: Vice President, Corporate Development and Strategy

SEC INVESTMENTS, LLC

Name: Carey Decamp
Title: Managing Member

SALESFORCE.COM, INC.

DocuSigned by:
John Somorjai
155504EA4D64480...
Name: John Somorjai
Title: SVP Corporate Development and Strategy

NIVIERA LLC

Name: Janice P. Anderson
Title: Principal

Joseph Sedmak

List of Exhibits and Schedules

EXHIBITS

- Exhibit A – Key Employees
- Exhibit B – Indemnity Shareholders
- Exhibit C – Use of Intellectual Property Assets
- Exhibit D – Distribution of Purchase Price

SCHEDULES

- Schedule 4 – Wire Transfer Instructions
- Schedule 6(a) – Organization
- Schedule 6(c) – No Violation
- Schedule 6(d) – Indebtedness
- Schedule 6(f) – Data Security and Privacy
- Schedule 6(h) - Jurisdictions
- Schedule 6(i) – Contracts
- Schedule 6(j) – Intellectual Property
- Schedule 6(l) – Employee Benefits
- Schedule 6(m) – Litigation
- Schedule 6(n) – Related Person Transactions
- Schedule 6(o) – Obligations to Related Persons

Exhibit A

Key Employees

1. Neil Crist
2. Pete Mannix

Exhibit B

INDEMNITY SHAREHOLDERS

Q Investment Partners, LLC

Telenav, Inc.

SEC Investments, LLC

Salesforce.com, Inc.

Exhibit C

USE OF INTELLECTUAL PROPERTY ASSETS

1. Seller may operate the following products, in each case, in the exact manner in which such products were being used by Seller prior to the Closing Date (as such use is described in Items 2 through 5 below, as applicable):
 - connect.venue labs.com (local analytics platform)
 - venue labs.com (wordpress blog)
 - Venue labs and AboutLocal Twitter accounts, and a Venue labs Facebook page
 - aboutlocal.com (local listening platform)
 - Venue labs (mobile app, tied to connect.venue labs.com)
 - Salesforce SocialStudio AboutLocal app (for Marketing Cloud users)
 - Desk.com integration for sending real-time Facebook notification of local feedback into Desk.com “cases”
 - Wufoo-powered comment card form embedded on a customer’s site (miafrancesca.com) to allow comment cards to be pulled in to Venue labs
 - Merchant reports:
 - Monthly Executive Reports (“MERs”)
 - Facebook reports (for NVA)
 - Google+ Review Report (for Wells Fargo)
 - Other custom reports (slicing up and reformatting data out of the Venue labs analytics product)

2. connect.venue labs.com:
 - Allows merchants to listen in to feedback posted at their stores, runs on top of Heroku & AWS, and ingests content from target sites, honoring their APIs or robots.txt protocol as appropriate.
 - Ingest of consumer content posted to Yelp is achieved by pulling those reviews off the associated bing.com pages.
 - Uses the Facebook, Foursquare, Twitter, Google+, CityGrid, YouTube, and Wufoo APIs.
 - Integrates with the Google CSE to assist with source discovery
 - Integrates with slack to deliver internal notifications
 - Uses solr/lucene heavily to surface data to power dashboards, reports, and AboutLocal
 - Receives realtime notifications of new content on Foursquare and Facebook, routing that content into appropriate sections.
 - Exposes an API that merchants can use to ingest metrics (used by Cadillac Fairview)
 - Allows merchants to publish content out to authorized pages on Facebook, Google+, Foursquare, Twitter, and LinkedIn

- Allows merchants to automatically claim venues on Foursquare (programmatically)
 - Allows merchants to download summary reports of their feedback
 - Allows some merchants to receive daily email alerts with snippets of new feedback (only ProcessPeak clients – everyone else is on AboutLocal)
3. **venuelabs.com:**
 - wpengine hosted Wordpress blog
 - marketing site
 4. **aboutlocal.com**
 - Runs on top of Heroku and AWS
 - Lets merchants find businesses and listen in to feedback posted at those locations, pulling in photos and content from Instagram, Foursquare, and Facebook through their APIs (or through Venuelabs).
 - For Venuelabs customers, their AboutLocal account allows them to review all of the feedback being captured by Venuelabs about their locations inside the AboutLocal tool
 - Integrates with clouinary for image resizing
 - Surfaces the photos, snippets, and links back to the original site for attribution.
 - Allows merchants to save collections of feedback found in their streams
 - Allows merchants to forward posts via email
 - Allows merchants to invite people to view the same collections and streams of feedback
 - Allows merchants to reply to customers on Instagram, Facebook, and Twitter through authorized accounts via the associated APIs
 - Allows merchants to listen in to topic and profile streams on Twitter and Instagram, and listen in to “nearby” tweets.
 - Powers the “iframe” that powers the SocialStudio integration
 5. **Other services:**
 - Provide support/guidance for existing shared Moz.com/Venuelabs customers (CarpetOne, zpizza, Planet Fitness, MOD Pizza)
 6. **Venuelabs may continue to provide services only to the following paying clients during the License Term:**

Abby's Legendary Pizza

ABC Warehouse

AboutLocal: joann@tsrestaurantri.com

AboutLocal: joesylva@flatbreadcompany.com

AboutLocal: miramarmmg@gmail.com

AboutLocal: platoscloset@integra.net

AboutLocal: sarah@sabrmedia.com

AboutLocal: social@socialcoopmedia.com
Albertsons, LLC.
America's Best Franchising
American Golf Corp
American Signature Furniture
Andy's Frozen Custard Franchising
Archadeck (via Process Peak)
Azteca Restaurant Enterprises
Biaggi's Ristorante Italiano
Bowlmor-AMF (formerly Brunswick Bowl)
Brookshire Grocery Company
Budget Blinds (via Process Peak)
Cadillac Fairview Corp.
Car Toys
Car-X Associates Corp
Carpet One (via Ansira)
Cellular Communications
Chevron Corporation - Districts 11-14
Christian Brothers Automotive Corporation (via Process Peak)
CLK, Carl's Jr.
Cobb Theatres
Condon Oil Co. Inc. / Ultimart Convenience Stores
Dickey's Barbecue Restaurants, Inc.
Dutch Brothers Franchising
Earth Origins Market
East Coast Saloons
Francesca Restaurants (Mia Francesca)
Franworks Group of Companies
Frontier Enterprises (via Texas Creative)
Ghirardelli Chocolate Company
Godfather's Pizza (Corp)
Gondola Pizza Incomparable Canada 1981
Gordmans Inc
Granite Transformations (via Process Peak)
Ground Round IOC
Home Team (via Process Peak)
HospitalityFan
Hostmark Hospitality Group
HouseMasters Home Inspections (via Process Peak)
HuHot Mongolian Grill
Jefferson Bank (Texas Creative)
Jerry's Enterprises
Kids 'R' Kids
La Cage Aux Sports Restaurants (Sportscene Group)

Lapels Dry Cleaning (via Process Peak)
Love's Travel Stops and Country Stores
Marcus Theatres
Massage Envy (via Social Fulcrum)
MBR Management
McDonald's (via Bill Hudson & Associates Advertising)
Mellow Mushroom (Home Grown Industries-Georgia)
Mercedes-Benz USA (via Razorfish)
Micro Center
MOD Pizza
Mosquito Squad (via Process Peak)
Moyle Petroleum Company (Common Cents Stores)
Myers Group
National Veterinary Associates (NVA)
Old Spaghetti Factory Canada
Ourisman Automotive Group
Outdoor Lighting Perspectives (via Process Peak)
Painting With a Twist (via Process Peak)
Parkview Health
PCC Natural Markets
PHE Inc., Adam and Eve
Piccadilly Cafeteria
Planet Beach Franchising Corporation (via Process Peak)
Planet Fitness (via Ansira)
Pohanka Automotive Group
Precision Tune Auto Care
Regency Hotel Management
Renew Crew (via Process Peak)
Robeks Corp
Service King Collision Repair Centers (via Firehouse Agency)
Shakey's Pizza Parlor
Short Line Express Market
SIDES & Associates (McDonald's)
SmartUSA (via Razorfish)
Snip It's Salons (via Process Peak)
Tailored Living (via Process Peak)
Take 5 Oil Change
TCGI Inc.
Tiger Tote Food Stores - Johnson Oil Company
Tommy Bahama
Tuffy (via Car-X)
U-Gas Inc./Dirt Cheap
United Supermarkets LLC
VIP Tires and Service

Wells Fargo Advisors
Winger's Franchising
Wings Etc., Inc.
Winmark Corporation
Wireless Zone (via Process Peak)
WLR Automotive Group
Woodhouse Day Spa
zPizza International

Exhibit D

DISTRIBUTION OF PURCHASE PRICE

See attached.

Payment Calculations	
Cash	
Initial Consideration	\$ 967,000.00
Pre-Closing Cash Available	\$ 160,539.28
Total Cash	\$ 1,127,539.28
Debts and Liabilities	
TNAV Note	\$ 356,416.44
SEC Credit Line	\$ 354,904.11
SEC Note	\$ 107,674.53
Epstein Note	\$ 35,937.54
Transaction Fees and Expenses	\$ 145,000.00
Total Debt and Liabilities	\$ 999,932.62
Initial Cash to Shareholders	\$ 127,606.66

Post-Closing Cash	
Holdback Amount	\$ 250,000.00
Indemnification Claims	TBD
Post-Closing Cash to Distribute	TBD
Final Cash to Shareholders	\$ 250,000.00

Series A-2 Distribution Calculations	
Series A-2 Shares	3,918,056
Series A-2 Per Share Payment (Initial)	\$ 0.03257
Series A-2 Per Share Payment (Final)	\$ 0.06381
Total Series A-2 Per Share Consideration	\$ 0.0964

Name	Number Shares	Initial Payment	Holdback Payment	Total Payment
Series A-2 Holders				
Q Investment Partners, LLC	611,396	\$ 19,912.48	\$ 39,011.44	\$ 58,923.92
Telenav, Inc.	611,396	\$ 19,912.48	\$ 39,011.44	\$ 58,923.92
SEC Investments, LLC	733,675	\$ 23,894.97	\$ 46,813.71	\$ 70,708.68
John Assalian	61,139	\$ 1,991.23	\$ 3,901.11	\$ 5,892.33
Adam Silverthorne	61,139	\$ 1,991.23	\$ 3,901.11	\$ 5,892.33
salesforce.com	1,027,146	\$ 33,452.99	\$ 65,539.26	\$ 98,992.25
Rao and Satya Remala	122,279	\$ 3,982.49	\$ 7,802.27	\$ 11,784.76
Carabiner Consulting & Ventures LLC	85,595	\$ 2,787.73	\$ 5,461.57	\$ 8,249.31
Mohit Gupta	61,139	\$ 1,991.23	\$ 3,901.11	\$ 5,892.33
Equiom Labs LLC	97,823	\$ 3,185.98	\$ 6,241.81	\$ 9,427.79
Niviera LLC	85,595	\$ 2,787.73	\$ 5,461.57	\$ 8,249.31
Vinayak Ramachandra Hegde	61,139	\$ 1,991.23	\$ 3,901.11	\$ 5,892.33
Ganapathy and Kalyani Krishnan	61,139	\$ 1,991.23	\$ 3,901.11	\$ 5,892.33
Fjodor Agranat	79,152	\$ 2,577.89	\$ 5,050.46	\$ 7,628.36
Joseph Sedmak	79,152	\$ 2,577.89	\$ 5,050.46	\$ 7,628.36
Andy Liu	15,000	\$ 488.53	\$ 957.11	\$ 1,445.64
Echelon Partners, LP	64,152	\$ 2,089.36	\$ 4,093.36	\$ 6,182.71
Total:	3,918,056	\$ 127,606.66	\$ 250,000.00	\$ 377,606.66
Series A-1 Holders				
Rick Myers	214,776	\$ -	\$ -	\$ -
Curt Whitton	214,776	\$ -	\$ -	\$ -
John Trautman	107,388	\$ -	\$ -	\$ -
Heather Gray	107,388	\$ -	\$ -	\$ -
C&H Associates, LLC	429,553	\$ -	\$ -	\$ -
Joe Sedmak	214,776	\$ -	\$ -	\$ -
Pete Mannix	107,388	\$ -	\$ -	\$ -
Mike Eskenazi	107,388	\$ -	\$ -	\$ -
Total:	1,503,433	\$ -	\$ -	\$ -
Common Holders				
Neil Crist	3,552,000	\$ -	\$ -	\$ -
James Gallagher	2,848,000	\$ -	\$ -	\$ -
Craig Kitterman	800,000	\$ -	\$ -	\$ -
Joe Sedmak	800,000	\$ -	\$ -	\$ -
Pete Mannix	1,110,000	\$ -	\$ -	\$ -
Dorian C. Matney	71,353	\$ -	\$ -	\$ -
Charline M. Greiff	625	\$ -	\$ -	\$ -
Jacob Butler	102,376	\$ -	\$ -	\$ -
Jacob Butler	4,071	\$ -	\$ -	\$ -
Total:	9,288,425	\$ -	\$ -	\$ -

Interest Accrual Date:

6/15/15

Holder	Principal	Date of Note	Interest Rate	Accrued Interest	Principal + Interest
TNAV, Inc. - Convertible Note	\$300,000	2/7/2013	8%	\$56,416.44	\$356,416.44
SEC Investments, LLC - Promissory Note*	\$300,000	8/16/2013	10%	\$54,904.11	\$354,904.11
SEC - Convertible Note	\$90,000	12/31/2012	8%	\$17,674.53	\$107,674.53
David Epstein - Convertible Note	\$30,000	12/24/2012	8%	\$5,937.54	\$35,937.54
Total:					854,932.62

*Accrued interest paid monthly, but upon an acquisition SEC receives a Success Fee equal to accrued interest paid to date.

Schedule 4

Wire Transfer Instructions

Bank Name: Keybank

Bank Address: 1329 4th Ave., Seattle, WA 98101

Bank ABA Routing Number: 125000574

Company Bank Account Number: 472741014212

Additional Wire Instructions, if any: None

Company Address: 505 5th Ave S., Ste 300, Seattle, Washington 98104

DISCLOSURE SCHEDULE

This Disclosure Schedule (this "Disclosure Schedule") is made and given pursuant to Section 6 of that certain Asset Purchase Agreement, dated as of June 18, 2015 (the "Agreement"), by and among Groupon, Inc. ("Purchaser"), Valuevine, Inc. (d/b/a Venuelabs) ("Seller" or the "Company"), and, solely for the purposes of Section 9 of the Agreement, the Indemnity Shareholders. All capitalized terms used and not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement. The section references below correspond to the section numbers of the representations and warranties of Section 6 in the Agreement. Any matter disclosed herein under any section shall be deemed to be disclosed for all purposes under the Agreement only to the extent that it is readily apparent on its face from a reading of the disclosure that such disclosure is applicable to such other section or subsection.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule shall not constitute, or be deemed to be, an admission to any third party concerning such item. Neither the specification of any dollar amount in Section 6 of the Agreement nor the disclosure of a document or information in a schedule comprising part of this Disclosure Schedule or any other schedule to the Agreement is intended as evidence of the materiality of such dollar amount, document or information nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in that schedule or any other schedule comprising this Disclosure Schedule.

Schedule 6(a) – Organization.

None.

Schedule 6(c) – No Violation.

The agreements listed below require consent and/or notice to third parties in connection with the transactions contemplated by the Agreement.

- Second Amended and Restated Articles of Incorporation of Seller.
- Professional and Technology Based Services, Technology Products, Computer Network Security, and Multimedia and Advertising Liability Insurance Policy, dated June 20, 2014, by and between Seller and Beazley Insurance Company, Inc.
- Letter Agreement, dated April 6, 2012, by and between the Company and salesforce.com, Inc. (the “SFDC Letter”).
- Convertible Promissory Note, dated December 31, 2012, by and between the Company and SEC Investments, LLC
- Convertible Promissory Note, dated December 24, 2012, by and between the Company and David Epstein
- Convertible Promissory Note, dated February 7, 2013, by and between the Company and Telenav, Inc.
- Promissory Note, dated August 16, 2013, by and between the Company and SEC Investments, LLC
- Rental Agreement, dated as of September 25, 2013, by and between the Company and Perteet, Inc., as amended by First Amendment to Sublease, dated as of October 29, 2014 (sublease of office space located at 505 Fifth Avenue South, Seattle, Washington) (the “Sublease Agreement”).
- To sublease the Company’s current office space to Purchaser, Perteet, Inc. must obtain the consent of 505 Union Station LLC, pursuant to that certain Lease, effective as of December 1, 2010, by and between Perteet, Inc. and 505 Union Station LLC (the “Lease Agreement”).

Schedule 6(d) – Indebtedness.

Seller has the following Indebtedness:

- Beacon Law Advisors, PLLC – \$150,000
- Prepaid Customer Contracts for future months’ service of \$51,610.39.
- Promissory Note, dated August 16, 2013, by and between the Company and SEC Investments, LLC (\$300,000 principal and \$54,904.11 “Success Fee” to be paid in connection with the Agreement).
- Convertible Promissory Note, dated December 31, 2012, by and between the Company and SEC Investments, LLC (\$90,000 principal and \$17,674.53 accrued interest as of the date hereof).

- Convertible Promissory Note, dated December 24, 2012, by and between the Company and David Epstein (\$30,000 principal and \$5,937.54 accrued interest as of the date hereof).
- Convertible Promissory Note, dated February 7, 2013, by and between the Company and Telenav, Inc. (\$300,000 principal and \$56,416.44 accrued interest as of the date hereof).
- Seller has ten (10) months of remaining payments under the Sublease Agreement equal to an aggregate of \$31,000.
- In July 2013, Seller signed an annual agreement to utilize Connect and Sell dialing services. One month later services with Connect and Sell were frozen and no longer used due to Seller reducing the size of its sales team and eliminating its cold-calling team. Connect and Sell agreed to put this contract on hold. The total contract value for one year was \$24,795. Seller believes that this contract lapsed and is no longer valid, but there is some risk that the balance of the contract is owed.
- Crowdfunder Annual Contract \$30,000
- Salesforce.com Annual Contract \$6494.44
- American Express Credit Card Payment of \$25,287.18
- Travelers Insurance \$1,690
- Sound View Insurance \$10,825
- Optima Cloud Services \$195.71
- Birch \$490.06
- survey monkey \$25.00
- Sumologic \$630.00
- Social Media Club \$208.33
- Clearslide \$465.28
- VSP \$80.11
- Tight Loop Mobile \$100.00
- Pertect \$3,722.50
- CrowdFlower, Inc. \$5,494.35
- Comcast \$253.37
- Verizon Wireless \$248.50
- Salesforce \$541.20
- DropBox \$74.25
- Adobe Creative Cloud \$137.78
- Amazon Web Service \$802.68
- Atlassian \$1,478.52
- Backupify \$22.25
- Basecamp.com \$135.17
- Browserstack \$42.25
- Cirrus Insight \$148.91
- Citrix Online \$108.42
- E-mail on Acid \$37.92
- Github \$23.83

- Google \$316.05
- Help Scout Net \$110.00
- Intercom \$97.08
- LinkedIn \$42.89
- Linode.com \$262.39
- Logmein \$28.10
- Mailchimp.com \$96.25
- Mapbox \$49.11
- MyFax \$10.83
- Recurly \$100.12
- Rival IQ \$49.50
- Ruby Receptionist \$305.87
- Sendgrid Inc \$248.67
- Shiprise \$9.75
- Slack Technologies \$81.08
- Unbounce \$107.25
- WP Engine \$107.25
- Wufoo.com dba Infinity Box \$29.95
- Zendesk \$95.73
- USPG \$338.01
- Transfirst LLC \$481.95
- Paylocity \$0.00
- Braintree - Paypal \$80.97
- Turning Point \$6,800
- Boswell IP Law \$366.67
- Geddes Chucka PLLC \$515.63
- Kinsel Law Offices \$812.33

Schedule 6(f) – Data Security and Privacy.

(i)

A new version of the Payment Card Industry Self-Assessment Questionnaire A for Card-not-present Merchants will become effective June 2015, which includes updated merchant compliance requirements. Seller’s current practices are not in compliance with these new requirements; however, Seller intends to remove credit card payment functionality from its website prior to June 5, 2015 and thus the new requirements will not be applicable to Seller.

(iv)

On or about February 4, 2014, Seller was notified that a user had written a script and was accessing without authorization Seller’s CRM data, and downloading and or scraping the data. Further investigation by Seller showed that two former sales employees of Seller had recovered their passwords and were collaborating to access and steal CRM files from the Company. Upon conferring with counsel, Seller reported the incident to the Seattle Police Department. Additionally, registered letters were sent

to each former employee demanding that they destroy any and all stolen information. The police case is still open, but Seller's counsel believes that detectives will likely not pursue it. When confronted by Seller, the former employees denied using any such Personal Data.

Schedule 6(h) – Jurisdictions.

(iii)

The Company has filed tax returns in and has operations in the following jurisdictions:

- United States
- Washington State
- King County
- City of Seattle

Schedule 6(i) – Contracts.

(i) Contracts relating to employment of Key Employees:

- Proprietary Information and Inventions Agreement, dated November 1, 2010, by and between the Company and Neil Crist
- Indemnification Agreement, dated November 1, 2010, by and between the Company and Neil Crist
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Neil Crist
- Proprietary Information and Inventions Agreement, dated November 1, 2010, by and between the Company and Pete Mannix
- Indemnification Agreement, dated November 1, 2010, by and between the Company and Pete Mannix
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Pete Mannix

(ii) Contracts relating to license or licensing agreement of Intellectual Property:

- Logo Use Consent Letter, dated August 20, 2014, by and between the Company and salesforce.com, Inc.
- Seller has entered into a standard form of Online Service Agreement with approximately 83 of its approximately 88 customers, in the form that has been provided to Purchaser, which form includes a license.
- Vendor Agreement, dated January 15, 2015, by and between the Company and Washington Restaurant Association Member Services Corporation.
- Publishing Partners Agreement, dated August 12, 2014, by and between the Company and Salesforce.com
- Each current and former employee or consultant of the Company has executed a proprietary information and inventions agreement or similar agreement.
- Master Platform Agreement, dated November 8, 2013, by and between the Company and Razorfish, LLC.

- Service Agreement, dated April 22, 2014, by and between the Company and The Cadillac Fairview Corporation Limited.
- Services Agreement, dated January 1, 2015, by and between the Company and Winmark Corporation.
- Social Media Services Agreement, dated October 30, 2013, by and between the Company and Wells Fargo Bank, N.A.
- Paylocity Corporation Services Agreement, dated January 3, 2012, by and between the Company and Paylocity Corporation.
- Comcast Terms of Service available here: http://business.comcast.com/docs/default-source/terms-conditions/bussvcsver_23_published_141017.pdf?sfvrsn=0
- Optima Communications Terms and Conditions, dated June 11, 2014, by and between the Company and Optima Cloud Services.
- Sumo Logic, Inc. Order Form – Terms and Conditions available at: <http://www.sumologic.com/terms-conditions/service-license-agreement/>, by and between the Company and Sumo Logic, Inc.
- API licensing agreements:
 - GOOGLE+ <https://developers.google.com/terms/>
 - FACEBOOK <https://developers.facebook.com/policy/>
 - TWITTER <https://dev.twitter.com/overview/terms/agreement-and-policy>
 - FOURSQUARE <https://developer.foursquare.com/overview/community>
 - INSTAGRAM <https://instagram.com/about/legal/terms/api/>
 - BAZAARVOICE https://developer.bazaarvoice.com/legal/terms_of_use
 - CITYSEARCH/CGM
<http://docs.citygridmedia.com/display/citygridv2/Terms+and+Conditions>
- Venuelabs uses several standard technology platforms as part of delivering service to customers, including Google Analytics, KISSmetrics, Intercom, NewRelic, Helpscout, Zendesk, Braintree, Cloudinary, Braintree, Recurly, AWS, Heroku, and MapBox, in addition to open source tools like jQuery, postgres, Ruby, Rails, Solr/Lucene, and Bootstrap.
- Licensing agreements to integrate third party technology to Seller platform:
 - Adobe Creative Cloud - <http://www.adobe.com/support/downloads/license.html>
 - Amazon Web Services - <http://aws.amazon.com/asl/>
 - Atlassian - <https://www.atlassian.com/end-user-agreement/>
 - Bitly - <https://bitly.com/pages/terms-of-service>
 - Braintree – <https://www.braintreepayments.com/landing/gateway-terms-of-service>
 - Browserstack- <https://www.browserstack.com/terms>
 - Cirrus Insight - <http://www.cirrusinsight.com/terms/>
 - Citrix Online - https://esign.citrixonline.com/CitrixOnline/Production/Global_TOS_01JAN2015.html
 - Clearslide- <https://www.clearslide.com/legal/terms>

- Connect and Sell - <http://www.connectandsell.com/docs/CONNECTANDSELL-ONLINE-AGREEMENT.pdf>
- Crowdfunder - <http://www.crowdfunder.com/legal>
- Desk.com - <http://www.desk.com/terms>
- Desk.com (Salesforce.com) - https://developer.salesforce.com/files/tos/Developerforce_TOU_20101119.pdf
- DropBox - <https://www.dropbox.com/terms>
- E-mail on Acid - <https://www.emailonacid.com/terms>
- ESRI - <https://developers.arcgis.com/en/terms/>
- GoDaddy.com - https://www.godaddy.com/agreements/showdoc.aspx?pageid=REG_SA
- Google Analytics - <https://developers.google.com/analytics/devguides/reporting/reportingApi/TermsOfService>
- Google Custom Search Engine - <https://developers.google.com/custom-search/terms>
- Google Maps - <https://developers.google.com/maps/licensing>
- Helpscout - <http://www.helpscout.net/terms-of-service-v2/>
- Heroku - <https://www.heroku.com/policy/salesforce-heroku-msa>
- Heroku - <https://www.heroku.com/policy/tos>
- Intercom - <http://docs.intercom.io/terms>
- KISS Metrics - <https://www.kissmetrics.com/terms>
- LinkedIn - <https://www.linkedin.com/legal/user-agreement>
- MapBox - <https://www.mapbox.com/tos/>
- Recurly - <https://recurly.com/legal/terms>
- Rival IQ DBA Stripe - <https://www.rivaliq.com/terms>
- Salesforce - https://developer.salesforce.com/files/tos/Developerforce_TOU_20101119.pdf
- Sendgrid - <https://sendgrid.com/tos>
- Slack - <https://slack.com/terms-of-service/api>
- Survey Monkey - <https://www.surveymonkey.com/mp/policy/enterprise/>
- Tight Loop Mobile - <https://www.tightloopmobile.com/tos>
- Trello - <https://trello.com/legal>
- Typography.com - <http://www.typography.com/home/eula.php>
- Vimeo - <https://vimeo.com/terms>
- WP Engine - <http://wpengine.com/terms-of-service/>
- Wufoo - <http://www.wufoo.com/terms/>
- Yesware - <http://www.yesware.com/terms>
- Zendesk - <https://www.zendesk.com/company/terms/>
- Zendesk - <https://www.zendesk.com/company/application-developer-and-api-license-agreement/>
- Seller uses open source software under the licenses set forth on Schedule 6(j)(ii).

(iii) Contracts with customers, partners, vendors, or consultants

- Customers
 - Seller has entered into its standard service contract in the form that has been provided to Purchaser with 83 customers.
 - Master Platform Agreement, dated November 8, 2013, by and between the Company and Razorfish, LLC.
 - Service Agreement, dated April 22, 2014, by and between the Company and The Cadillac Fairview Corporation Limited.
 - Services Agreement, dated January 1, 2015, by and between the Company and Winmark Corporation.
 - Social Media Services Agreement, dated October 30, 2013, by and between the Company and Wells Fargo Bank, N.A.
- Partners
 - Vendor Agreement, dated January 15, 2015, by and between the Company and Washington Restaurant Association Member Services Corporation.
 - Publishing Partners Agreement, dated August 12, 2014, by and between the Company and Salesforce.com
 - Mutual Non-Disclosure Agreement, dated December 28, 2012, by and between the Company and Eloqua, Inc.
 - Non-Disclosure Agreement, dated April 11, 2014, by and between the Company and Microsoft Corporation.
 - Mutual Confidentiality and Non-Disclosure Agreement, dated February 8, 2012, by and between BI Worldwide and the Company.
 - Mutual Confidentiality and Non-Disclosure Agreement, dated February 10, 2015, by and between the Company and Groupon, Inc.
 - Confidentiality and Non-Disclosure Agreement, dated June 9, 2014, by and between Kohl's Department Stores, Inc. and the Company.
 - Mutual Non-Disclosure Agreement, dated November 19, 2012, by and between the Company and Bazaarvoice, Inc.
 - Mutual Confidentiality Agreement, dated January 31, 2013, by and between Razorfish, LLC and the Company
- Vendors
 - Approval Letter, dated December 23, 2014, by and between the Company and Washington Business HealthChoice
 - CBeyond Master Services Agreement – as attached to various addendums to ValueVine-CBeyond Service Order Contract, dated April 23, 2013, by and between the Company and CBeyond
 - Service Order Contract Terms and Conditions – as attached to Service Order Contract, by and between the Company and CBeyond
 - Comcast Terms of Service available here: http://business.comcast.com/docs/default-source/terms-conditions/bussvcsver_23_published_141017.pdf?sfvrsn=0
 - Engagement Letter, dated January 6, 2012, by and between the Company and Aqueo!, Inc.

- Terms and Conditions –attached to Platform and Crowd Access Order Form, by and between the Company and CrowdFlower, Inc.
- Optima Communications Terms and Conditions, dated June 11, 2014, by and between the Company and Optima Cloud Services.
- Paylocity Corporation Services Agreement, dated January 3, 2012, by and between the Company and Paylocity Corporation.
- Ruby Receptionists Terms and Conditions, last modified November 29, 2013, by and between the Company and Ruby Receptionists.
- Sumo Logic, Inc. Order Form – Terms and Conditions available at: <http://www.sumologic.com/terms-conditions/service-license-agreement/>, by and between the Company and Sumo Logic, Inc.
- Turning Point Proposal Letter, dated April 29, 2015, by and between the Company and Turning Point.
- Vendors with online agreements:
 - Adobe Creative Cloud - <http://www.adobe.com/support/downloads/license.html>
 - Amazon Web Services - <http://aws.amazon.com/agreement/>
 - Atlassian - <https://www.atlassian.com/end-user-agreement/>
 - Backupify - <https://www.backupify.com/service-level-agreement>
 - Basecamp.com - <https://basecamp.com/terms>
 - Braintree – <https://www.braintreepayments.com/landing/gateway-terms-of-service>
 - Browserstack- <https://www.browserstack.com/terms>
 - California Restaurant Association - <http://www.calrest.org/terms-of-use.html>
 - Cirrus Insight - <http://www.cirrusinsight.com/terms/>
 - Citrix Online - https://esign.citrixonline.com/CitrixOnline/Production/Global_TO_S_01JAN2015.html
 - Clearslide- <https://www.clearslide.com/legal/terms>
 - DropBox - <https://www.dropbox.com/terms>
 - E-mail on Acid - <https://www.emailonacid.com/terms>
 - Github - <https://help.github.com/articles/github-terms-of-service/>
 - GoDaddy.com - https://www.godaddy.com/agreements/showdoc.aspx?pageid=REG_SA
 - Google
 - Google Maps https://www.google.com/work/earthmaps/legal/us/maps_sla.html
 - Google Analytics <http://www.google.com/analytics/terms/us.html>
 - Google Customer Search Engine - <https://developers.google.com/custom-search/terms>
 - Help Scout Net d/b/a Brightwurks - <http://www.helpscout.net/terms-of-service-v2/>

- Heroku - <https://www.heroku.com/policy/salesforce-heroku-msa>
 - Highrise - <https://highrisehq.com/terms/>
 - Intercom d/b/a Stripe - <http://docs.intercom.io/terms>
 - LinkedIn - <https://www.linkedin.com/legal/user-agreement>
 - Linode.com - <https://www.linode.com/tos>
 - Mailchimp.com - <http://mailchimp.com/legal/terms/>
 - Mapbox - <https://www.mapbox.com/enterprise-tos/>
 - MyFax - <http://www.myfax.com/legal/terms.aspx>
 - Recurly - <https://recurly.com/legal/terms>
 - Rival IQ DBA Stripe - <https://www.rivaliq.com/terms>
 - Sendgrid, Inc. - <https://sendgrid.com/tos>
 - Slack Technologies - <https://slack.com/terms-of-service/api>
 - Survey Monkey - <https://www.surveymonkey.com/mp/policy/enterprise/>
 - Unbounce - <http://unbounce.com/terms-of-service/>
 - Vimeo - <https://vimeo.com/terms>
 - WP Engine - <http://wpengine.com/terms-of-service/>
 - Wufoo.com - <http://www.wufoo.com/terms/>
 - Yesware - <http://www.yesware.com/terms>
 - Zendesk - <https://www.zendesk.com/company/terms/>
 - Connect and Sell - <http://www.connectandsell.com/docs/CONNECTANDSELL-ONLINE-AGREEMENT.pdf>
 - Paylocity - <https://columbiatn.civicweb.net/document/9126/Paylocity%20agreement.pdf?handle=B3ABC5AEC02C4960910E0A2E8FAE2310>
 - Ruby Receptionist - <http://www.callruby.com/terms.html>
 - Tight Loop Mobile - <https://www.tightloopmobile.com/tos>
 - Desk.com - <http://www.desk.com/terms>
 - Bitly - <https://bitly.com/pages/terms-of-service>
 - KISSMetric - <https://kissmetrics.com/terms>
 - Trello - <https://trello.com/legal>
- Consultant
 - Independent Contractor Agreement, dated November 1, 2014, by and between the Company and Cam Anderson.
 - Independent Contractor Agreement, dated August 15, 2011, by and between the Company and Chris Poppe.
 - Advisory Board Consulting Agreement, dated September __, 2011, by and between the Company and Christian Anderson.
 - Advisory Board Consulting Agreement, dated November 15, 2010, by and between the Company and Clint Mead.
 - Independent Contractor Agreement, dated September 8, 2014, by and between the Company and Reid Wegley.
 - Contract Agreement, dated March 21, 2012, by and between the Company and Charline Greiff.

- Contract Agreement, dated March 22, 2012, by and between the Company and Christina Watkins.
- Contract Agreement, dated February 29, 2012, by and between the Company and Christopher LaBarge.
- Contract Agreement, dated February 9, 2012, by and between the Company and David Roesli.
- Contract Agreement, dated February 9, 2012, by and between the Company and Gayle Lacker.
- Contract Agreement, dated February 8, 2012, by and between the Company and Gracie Roberson.
- Contract Agreement, dated February 8, 2012, by and between the Company and James Mulvaney.
- Contract Agreement, dated February 8, 2012, by and between the Company and Jeff Wahl.
- Contract Agreement, dated February 29, 2012, by and between the Company and Karie Greiner.
- Contract Agreement, dated February 29, 2012, by and between the Company and Mack Harris Jr.
- Contract Agreement, dated February 20, 2012, by and between the Company and Rebecca Tucker.
- Contract Agreement, dated February 8, 2012, by and between the Company and Roger Berman.
- Contract Agreement, dated February 29, 2012, by and between the Company and Tim Shaw.
- Independent Contract Agreement, dated March 2, 2012, by and between the Company and Brian P. Hirsh.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Richard Anderson IV.
- Mutual Non-Disclosure Agreement, dated February 5, 2013, by and between the Company and Andrew Kelly.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Michael Beringer.
- Mutual Non-Disclosure Agreement, dated March 7, 2012, by and between the Company and Charline Greiff.
- Mutual Non-Disclosure Agreement, dated March 7, 2012, by and between the Company and Christopher LaBarge
- Mutual Non-Disclosure Agreement, dated February 8, 2012, by and between the Company and David Roesli.
- Mutual Non-Disclosure Agreement, dated February 9, 2012, by and between the Company and Gayle Lacker.
- Mutual Non-Disclosure Agreement, dated February 8, 2012, by and between the Company and Gracie Roberson.
- Mutual Non-Disclosure Agreement, dated February 8, 2012, by and between the Company and James Mulvaney.
- Mutual Non-Disclosure Agreement, dated February 8, 2012, by and between the Company and Jeff Wahl.

- Mutual Non-Disclosure Agreement, dated February 29, 2012, by and between the Company and Karie Greiner.
- Mutual Non-Disclosure Agreement, dated February 28, 2012, by and between the Company and Mack Harris Jr.
- Mutual Non-Disclosure Agreement, dated February 29, 2012, by and between the Company and Rebecca Tucker.
- Mutual Non-Disclosure Agreement, dated February 8, 2012, by and between the Company and Roger Berman.
- Mutual Non-Disclosure Agreement, dated March 1, 2012, by and between the Company and Timothy Shaw.
- Mutual Non-Disclosure Agreement, dated November 15, 2011, by and between the Company and Heidi Geiger.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Wesley Havran
- Mutual Non-Disclosure Agreement, dated November 28, 2012, by and between the Company and Joshua Shane.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Michael Stapleton.
- Mutual Non-Disclosure Agreement, dated March 24, 2014, by and between the Company and Anna Stein.
- Mutual Non-Disclosure Agreement, dated March 25, 2014, by and between the Company and Dillon Wilson.
- Mutual Non-Disclosure Agreement, dated February 19, 2014, by and between the Company and Fabiola Johnson.
- Mutual Non-Disclosure Agreement, dated March 24, 2014, by and between the Company and Paul Chung.
- Mutual Non-Disclosure Agreement, dated March 27, 2014, by and between the Company and Sheldon Cierley.
- Mutual Non-Disclosure Agreement, dated March 25, 2014, by and between the Company and Tyler Meier.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and James Park.
- Mutual Non-Disclosure Agreement, dated September 17, 2014, by and between the Company and Reid Wegley.
- Non-Disclosure Agreement, dated March 5, 2013, by and between the Company and Sage Vann.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Rose Sikorra.
- Mutual Non-Disclosure Agreement, dated August 16, 2012, by and between the Company and Stephen Smilowicz.
- Mutual Non-Disclosure Agreement, dated December 29, 2011, by and between the Company and Timmy Christensen.
- Mutual Non-Disclosure Agreement, dated August 17, 2012, by and between the Company and Catherine Tskhovrebov.
- Mutual Non-Disclosure Agreement, dated June 17, 2014, by and between the Company and Brad Epker.

- Non-Disclosure Agreement, dated June 6, 2013, by and between the Company and Sarah Durkee.
- Mutual Non-Disclosure Agreement, dated September 1, 2011, by and between the Company and Christian Anderson.
- Mutual Non-Disclosure Agreement, dated December 5, 2011, by and between the Company and Dorian Chase.
- Mutual Non-Disclosure Agreement, dated November 10, 2010, by and between the Company and Emily Meier.
- Mutual Non-Disclosure Agreement, dated December 5, 2011, by and between the Company and Kate Spaulding.
- Mutual Non-Disclosure Agreement, dated November 1, 2011, by and between the Company and Echo Creative Group.

(iv) Contracts material to the Business of the Seller

- The Sublease Agreement.
- The Lease Agreement.
- Series A-1 Preferred Stock Purchase Agreement, dated November 10, 2010, by and between the Company and the Investors party thereto.
- Liquidation and Corporate Contribution Agreement, dated as of November 1, 2010, by and among Valuevine, LLC, a Washington limited liability company; Seller; Neil Crist; James Gallagher; Craig Kitterman; and Joseph Sedmak.
- Liquidation and Corporate Contribution Agreement, dated as of November 1, 2010, by and among Convoy Deals, LLC, a Washington limited liability company; Seller; and Pete Mannix.
- Series A-2 Preferred Stock Purchase Agreement, dated January 13, 2012, by and between the Company and the Investors party thereto.
- Amendment to Series A-2 Preferred Stock Purchase Agreement, dated March 31, 2012, by and among the Company and the Investors party thereto.
- Amended and Restated Investors' Rights Agreement, dated January 13, 2012, by and among the Company and the Investors party thereto.
- Amended and Restated Shareholders' Agreement, dated January 13, 2012, by and among the Company and the Investors and Common Shareholders party thereto.
- Stock Transfer Agreement, dated December 31, 2012, by and among AL Echelon Management, LLC, Echelon Partners LP, and the Company (as a third-party beneficiary).
- Stock Transfer Agreement, dated December 31, 2012, by and among AL Echelon Management, LLC, Andy Liu, and the Company (as a third-party beneficiary).
- Convertible Promissory Note, dated December 31, 2012, by and between the Company and SEC Investments, LLC
- Convertible Promissory Note, dated December 24, 2012, by and between the Company and David Epstein
- Convertible Promissory Note, dated February 7, 2013, by and between the Company and Telenav, Inc.
- Promissory Note, dated August 16, 2013, by and between the Company and SEC Investments, LLC

- SFDC Letter.
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Neil Crist
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Pete Mannix
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and James Gallagher
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Craig Kitterman
- Intellectual Property Assignment Agreement, dated November 1, 2010, by and between the Company and Joseph Sedmak
- Commercial Excess Liability Insurance, issue date June 26, 2014, by and between the Company and Travelers Indemnity Company
- Business and Management Indemnity Policy, dated June 7, 2014, by and between the Company and Scottsdale Indemnity Company
- Professional and Technology Based Services, Technology Products, Computer Network Security, and Multimedia and Advertising Liability Insurance Policy, dated June 20, 2014, by and between Seller and Beazley Insurance Company, Inc.
- Each current and former employee of the Company has executed an offer letter or similar agreement.

Schedule 6(j) – Intellectual Property.

(i)


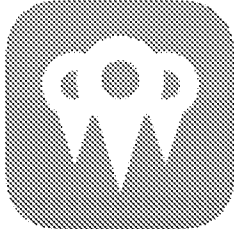
Domain names:

- venuelabs.com (active website)
- aboutlocal.com (active website)
- venuerank.com (active website)
- valu.es (active link shortener)
- loyal.ly (inactive shortener)
- valuevine.com (forwarded to venuelabs.com)
- venuelabs.com

Registered trademarks:

Country	Trademark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	ABOUTLOCAL	Seller	86-255,511	04/17/2014	4,652,173	12/9/2014
U.S.	VALUEVINE	Seller	77927487	2/3/2010	3841363	8/31/2010
U.S.	VENUERANK	Seller	85664761	June 28, 2012	4259538	December 11, 2012
U.S.	VENUELABS	Seller	85452571	10/20/2011	**The USPTO has marked this trademark as “abandoned” since December 31, 2012.	

Unregistered trademarks:

Trademark	Date of First Use
VENUELABS	November 2011
	July 18, 2013
	July 18, 2013

Unregistered copyrights:

Seller has unregistered copyrights in the Software, website, iOS application, and marketing materials.

Pending Patent Application:

The Seller filed a patent application (No. 13/573,783) on October 3, 2012 with the United States Patent and Trademark Office (USPTO) to claim patent protection on various claims relating to the technology of the Company (the “Patent Application”). The USPTO issued a non-final Office Action, dated August 14, 2014 in which the USPTO rejects claims 1-20 of the Patent Application. Seller has since replied to the non-final Office Action in that certain Response to Office Action, dated February 17, 2015, whereby Seller amends certain claims in the Patent Application and requests that the USPTO reconsider the Patent Application. As of the date of the Agreement, the status of the Patent Application is still pending.

Social Media Accounts:

- 1) Facebook – located at <https://www.facebook.com/venuelabs>
- 2) FourSquare – located at <https://foursquare.com/v/venuelabs/4ca5a32ae5e8ca72b7cd7e09>
- 3) Instagram – located at <https://instagram.com/venuelabs/>
- 4) LinkedIn – located at <https://www.linkedin.com/company/venuelabs>
- 5) VenueLabs Twitter – located at <https://twitter.com/venueLabs>

- 6) Aboutlocal Twitter – located at <https://twitter.com/aboutlocal>
- 7) Venuerank Twitter – located at <https://twitter.com/venuerank>

Third-Party User Content:

Seller ingests consumer content from consumer sites like Instagram, Twitter, Yahoo Local, Urbanspoon, and others. Such content is publicly posted by consumers, and owned by the authors of the content. Seller copies that content into its database, surfaces snippets of the content to Seller’s customers, and links the content back to the original site and provides attribution to both the author and the site on which it was posted.

Seller’s use is either expressly permitted by such sites’ terms of use in certain situations, or (if not in other situations) covered by the fair use doctrine. Seller also utilizes third party fonts that it licenses from typography.com.

Licenses of Intellectual Property Assets and Intellectual Property of any other Person:

Seller is, in the ordinary course, a licensor of its Intellectual Property Assets pursuant to the contracts with various customers, partners, and other persons and entities as set forth in Schedule 6(i)(ii) and (iii).

Seller is a licensee of Intellectual Property pursuant to its contracts with various partners, vendors, and other persons and entities as set forth in Schedule 6(i)(ii) and (iii)

Seller uses open source software under the licenses set forth on Schedule 6(j)(ii).

(ii)

Seller uses open source software under certain licenses, but has not integrated any open source code with “viral” licenses (GPL, Affero), nor made custom modifications to tools with derivative-restricting licenses (LGPL, APL) and has not contributed back code to the open source community. In addition, Seller openly integrates with MIT / BSD licensed code, primarily as `ruby gems` (prepackaged libraries distributed for use). The code is integrated through the standard `ruby` package manager (`bundler`), which keeps the packaged code isolated and stored with their respective licenses.

The `ruby gems` currently in use by the `platform` app:

- * actionmailer (3.2.13)
- * actionpack (3.2.13)
- * activemodel (3.2.13)
- * activerecord (3.2.13)
- * activeresource (3.2.13)
- * activesupport (3.2.13)
- * addressable (2.3.5)
- * airbrake (3.1.12)
- * arel (3.0.2)
- * attr_required (1.0.0)

- * autoparse (0.3.3)
- * aws-sdk (1.11.1)
- * axlsx (1.3.6)
- * bishop (0.3.0)
- * braintree (2.6.1)
- * builder (3.0.4)
- * bundler (1.3.5)
- * capistrano (3.1.0)
- * capistrano-bundler (1.1.2)
- * capistrano-rails (1.1.1)
- * capistrano3-unicorn (0.1.1)
- * capybara (2.1.0)
- * celluloid (0.14.1)
- * certified (1.0.0)
- * childprocess (0.3.9)
- * climate_control (0.0.3)
- * cocaine (0.5.1)
- * coderay (1.0.9)
- * coffee-rails (3.2.2)
- * coffee-script (2.2.0)
- * coffee-script-source (1.6.3)
- * crowdflower (0.12.0)
- * daemons (1.1.9)
- * dalli (2.6.4)
- * database_cleaner (1.1.1)
- * delayed_job (4.0.6)
- * delayed_job_active_record (4.0.0)
- * diff-lcs (1.2.4)
- * erubis (2.7.0)
- * execjs (1.4.0)
- * extlib (0.9.16)
- * factory_girl (2.6.4)
- * factory_girl_rails (1.7.0)
- * factual-api (1.3.8 b429b1d)
- * fakeweb (1.3.0)
- * faraday (0.8.8)
- * faraday_middleware (0.9.0)
- * fastercsv (1.5.5)
- * fb_graph (2.7.17 e2dc637)
- * ffi (1.9.0)
- * font-awesome-rails (3.2.1.3)
- * formatador (0.2.4)
- * foursquare2 (1.9.7)
- * google-api-client (0.6.4)
- * growl (1.0.3)
- * guard (1.8.2)

- * guard-jasmine-headless-webkit (0.3.2)
- * guard-rspec (3.0.2)
- * guard-spork (1.5.1)
- * guard-test (1.0.0)
- * hashie (2.0.5)
- * highline (1.6.19)
- * highrise (3.0.5)
- * hike (1.2.3)
- * hodel_3000_compliant_logger (0.1.1)
- * htmlentities (4.3.1)
- * httparty (0.13.1)
- * httpclient (2.6.0.1)
- * i18n (0.6.1)
- * jasmine (1.3.2)
- * jasmine-core (1.3.1)
- * jasmine-headless-webkit (0.9.0.rc.2 1055dc1)
- * journey (1.0.4)
- * json (1.8.0)
- * jwt (0.1.8)
- * kgio (2.8.0)
- * launchy (2.3.0)
- * linkedin (0.4.6)
- * listen (1.3.0)
- * lumberjack (1.0.4)
- * macaddr (1.6.1)
- * mail (2.5.4)
- * method_source (0.8.2)
- * mime-types (1.24)
- * mini_portile (0.5.1)
- * multi_json (1.11.0)
- * multi_xml (0.5.5)
- * multipart-post (1.2.0)
- * myspaceid-sdk (0.1.11)
- * net-scp (1.2.0)
- * net-ssh (2.8.0)
- * newrelic_rpm (3.6.6.147)
- * nokogiri (1.6.0)
- * oauth (0.4.7)
- * oink (0.10.1)
- * paperclip (3.5.1)
- * pg (0.16.0)
- * polyglot (0.3.3)
- * pry (0.9.12.2)
- * rack (1.4.5)
- * rack-cache (1.2)
- * rack-oauth2 (1.1.1)

- * rack-ssl (1.3.3)
- * rack-test (0.6.2)
- * rails (3.2.13)
- * rails_autolink (1.1.0)
- * railties (3.2.13)
- * rainbow (1.1.4)
- * raindrops (0.11.0)
- * rake (10.1.0)
- * rb-fsevent (0.9.3)
- * rb-inotify (0.9.1)
- * rb-kqueue (0.2.0)
- * rdoc (3.12.2)
- * rsolr (1.0.9)
- * rspec (2.14.1)
- * rspec-core (2.14.5)
- * rspec-expectations (2.14.2)
- * rspec-mocks (2.14.3)
- * rspec-rails (2.14.0)
- * ruby-aws (1.6.0)
- * ruby-hmac (0.4.0)
- * ruby-ole (1.2.11.7)
- * ruby-openid (2.2.3)
- * rubyzip (0.9.9)
- * sanitize (2.0.6)
- * sass (3.2.10)
- * sass-rails (3.2.6)
- * selenium-webdriver (2.35.0)
- * shoulda-matchers (2.3.0)
- * signet (0.4.5)
- * simple_oauth (0.2.0)
- * slop (3.4.6)
- * spork (1.0.0rc3)
- * spork-rails (3.2.1)
- * spork-testunit (0.0.8)
- * spreadsheet (0.8.8)
- * sprockets (2.2.2)
- * sprockets-vendor_gems (0.1.3)
- * sshkit (1.3.0)
- * systemu (2.5.2)
- * term-ansicolor (1.3.0)
- * test-unit (2.5.5)
- * thor (0.18.1)
- * tilt (1.4.1)
- * timers (1.1.0)
- * tins (1.1.0)
- * treetop (1.4.15)

- * turbo-sprockets-rails3 (0.3.9)
- * twitter (4.8.1 8faa153)
- * twitter_oauth (0.4.94)
- * tzinfo (0.3.43)
- * uglifier (2.1.2)
- * unicorn (4.6.3)
- * uuid (2.3.7)
- * uuidtools (2.1.4)
- * vcr (2.5.0)
- * websocket (1.0.7)
- * will_paginate (3.0.4)
- * xpath (2.0.0)

Gems currently in use by the `robodogg` app:

- * actionmailer (4.0.1)
- * actionpack (4.0.1)
- * activemodel (4.0.1)
- * activerecord (4.0.1)
- * activerecord-deprecated_finders (1.0.3)
- * activesupport (4.0.1)
- * addressable (2.3.6)
- * airbrake (4.0.0)
- * arel (4.0.2)
- * attr_required (1.0.0)
- * aws-s3 (0.6.3)
- * aws-sdk (1.50.0)
- * aws_cf_signer (0.1.3)
- * buftok (0.2.0)
- * builder (3.1.4)
- * bundler (1.6.2)
- * capistrano (3.1.0)
- * capistrano-bundler (1.1.2)
- * capistrano-rails (1.1.1)
- * capistrano-rbenv (2.0.2)
- * capistrano3-unicorn (0.1.1)
- * capybara (2.4.4)
- * childprocess (0.5.3)
- * climate_control (0.0.3)
- * cloudinary (1.0.79)
- * cocaine (0.5.4)
- * coffee-rails (4.0.1)
- * coffee-script (2.3.0)
- * coffee-script-source (1.7.1)
- * colorize (0.7.3)
- * crass (0.2.1)

- * daemons (1.1.9)
- * dalli (2.7.2)
- * databasedotcom (1.0.7)
- * delayed_job (4.0.2)
- * delayed_job_active_record (4.0.1)
- * delayed_paperclip (2.8.0)
- * diff-lcs (1.2.5)
- * equalizer (0.0.9)
- * erubis (2.7.0)
- * execjs (2.2.1)
- * faraday (0.9.0)
- * fb_graph (2.7.17 376c519)
- * ffi (1.9.3)
- * font_assets (0.1.11)
- * heroku_rails_deflate (1.0.3)
- * hike (1.2.3)
- * http (0.6.1)
- * http_parser.rb (0.6.0)
- * httpclient (2.5.3.3)
- * i18n (0.6.11)
- * jbuilder (1.5.3)
- * jquery-rails (3.1.1)
- * json (1.8.1)
- * jwt (1.0.0)
- * kgio (2.9.2)
- * mail (2.5.4)
- * memoizable (0.4.2)
- * mime-types (1.25.1)
- * mini_portile (0.6.0)
- * minitest (4.7.5)
- * multi_json (1.10.1)
- * multi_xml (0.5.5)
- * multipart-post (2.0.0)
- * naught (1.0.0)
- * net-scp (1.2.1)
- * net-ssh (2.9.1)
- * netrc (0.10.2)
- * newrelic_rpm (3.9.1.236)
- * nokogiri (1.6.3.1)
- * nokogumbo (1.1.9)
- * oauth (0.4.7)
- * oauth2 (1.0.0)
- * paperclip (4.2.0)
- * pg (0.17.1)
- * polyglot (0.3.5)
- * rack (1.5.2)

- * rack-oauth2 (1.0.8)
- * rack-test (0.6.2)
- * rails (4.0.1)
- * rails_12factor (0.0.2)
- * rails_serve_static_assets (0.0.2)
- * rails_stdout_logging (0.0.3)
- * railties (4.0.1)
- * rainbows (4.6.2)
- * raindrops (0.13.0)
- * rake (10.3.2)
- * rdoc (4.1.1)
- * recurly (2.3.1)
- * rest-client (1.7.2)
- * rsolr (1.0.10)
- * rspec-core (3.0.3)
- * rspec-expectations (3.0.3)
- * rspec-mocks (3.0.3)
- * rspec-rails (3.0.2)
- * rspec-support (3.0.3)
- * rubyzip (1.1.6)
- * sanitize (3.0.0)
- * sass (3.2.19)
- * sass-rails (4.0.3)
- * sdoc (0.4.0)
- * selenium-webdriver (2.43.0)
- * simple_oauth (0.2.0)
- * sprockets (2.11.0)
- * sprockets-rails (2.0.1)
- * sshkit (1.5.1)
- * thor (0.19.1)
- * thread_safe (0.3.4)
- * tilt (1.4.1)
- * treetop (1.4.15)
- * turbolinks (2.2.2)
- * twitter (5.11.0 3425b07)
- * tzinfo (0.3.40)
- * uglifier (2.5.3)
- * unicorn (4.8.3)
- * websocket (1.0.7)
- * xml-simple (1.1.4)
- * xpath (2.0.0)

Front end plugins / tools used:

- jQuery
- backbone
- handlebars

- leaflet
- modernizr
- moment
- underscore
- yepnope
- fontawesome
- jqPlot
- bootstrap
- daterangepicker
- flot
- masonry
- simplemodal
- select2
- boilerplate
- html5shiv

These are all packaged up in their standard Rails location (`app/assets/javascripts/`, `app/assets/fonts`, `app/assets/stylesheets`) in the `platform` and `robodogg` apps.

Indexing system

Seller makes heavy use of the Solr / Lucene indexing server. The servers have been configured with Seller-specific settings, but Seller is not currently using any custom code modifications to the apps.

Database system

Seller makes heavy use of the open source postgres database. The servers have been configured with Seller-specific settings, but Seller is not currently using any custom code modifications to the server.

Schedule 6(l) – Employee Benefits.

The Company maintains the following benefit plans:

- Medical (Premera Blue Cross Plan D 750T)
- Dental (Principal Life Insurance Company)
- Life Insurance (US Able Life Insurance)
- Vision (VSP Vision Care)
- Stipend of \$90 per month to cover parking expenses of full-time employees

Schedule 6(m) – Litigation.

Seller received a letter on July 2, 2014 from counsel for Dorian Matney, a former employee of Seller, in which Mr. Matney claimed Seller owed him \$22,700 as a result of unpaid bonuses related to new customers and \$2,358.97 in unreimbursed business

expenses. The Company believes Mr. Matney's claim is baseless and without merit. Mr. Matney's letter was sent in response to Seller's letter to Mr. Matney regarding Mr. Matney's unauthorized access of Seller's database, as discussed in Schedule 6(f)(iv) above. Seller has not received any additional communications from Mr. Matney on this matter since July 2, 2014. Seller has not paid Mr. Matney any of the amounts claimed and believes the claims have no merit.

On or about February 4, 2014, Seller was notified that a user had written a script and was accessing without authorization Seller's CRM data, and downloading and or scraping the data. Further investigation by Seller showed that two former sales employees of Seller had recovered their passwords and were collaborating to access and steal CRM files from the Company. Upon conferring with counsel, Seller reported the incident to the Seattle Police Department. Additionally, registered letters were sent to each former employee demanding that they destroy any and all stolen information. The police case is still open, but counsel believes that detectives will likely not pursue it. When confronted, the former employees denied using any such Personal Data. To Seller's Knowledge, the former employees have not made use of any of such Personal Data.

Mike Eskenazi, a shareholder of the Company, had made an indirect intimation to Mr. Crist that the Company would "face litigation" if the amount of the consideration in the transaction with Purchaser did not increase substantially. Mr. Eskenazi later retracted this intimated threat in a phone conversation with Chris Hurley, Company counsel. Other shareholders of the Company have expressed dissatisfaction with the price and terms of the transaction with Purchaser.

John Assalian, a shareholder of the Company, intimated via email to Mr. Crist on June 16, 2015 that he is considering his options with respect to the asset purchase transaction, including "filing lawsuits."

Schedule 6(n) – Related Person Transactions.

Promissory Note, dated August 16, 2013, by and between the Company and SEC Investments, LLC (SEC Investments, LLC is also a shareholder of the Company).

Convertible Promissory Note, dated December 31, 2012, by and between the Company and SEC Investments, LLC (SEC Investments, LLC is also a shareholder of the Company).

Convertible Promissory Note, dated February 7, 2013, by and between the Company and Telenav, Inc. (Telenav, Inc. is also a shareholder of the Company).

Vinayak Hegde is an investor in Seller and an employee of Purchaser.

Seller had entered into a consulting agreement with Clint Mead, a former director of Seller, pursuant to that certain Advisory Board Consulting Agreement, dated November 15, 2010, by and between the Company and Clint Mead.

Seller had entered into that certain Engagement Letter, dated January 6, 2012, by and between the Company and Auqeo!, Inc. for certain professional services (the “Engagement Letter”). At such time, Andrew Battistessa was the President of Auqeo! and shortly after the execution of the Engagement Letter, also became a member of Seller’s Board of Directors (the “Board”). Thereafter, Seller continued to receive services from Auqeo! while Mr. Battistessa continued to serve as Auqeo!’s President and a member of Seller’s Board.

Schedule 6(o) – Obligations to Related Persons.

(i)

The Company owes payroll to Related Persons who are employees in the ordinary course of business through the Closing Date.

Optionee	Number of Shares Granted	Vesting Commencement Date	Exercise Price
Albright, Eric	1,000	9/16/2013	0.14
Alton, Dennis Jr.	2,500	8/22/2013	0.14
Alton, Dennis Jr.	2,500	11/14/2014	0.14
Andersen, Christian	111,684	9/1/2011	0.06
Anderson, Cameron	25,000	10/30/2014	0.14
Bechtel, Jared	1,000	9/16/2013	0.14
Bechtel, Jared	1,500	3/10/2014	0.14
Bollinger, Kyle	2,500	4/1/2012	0.14
Bollinger, Kyle	2,500	3/1/2013	0.14
Brown, Marsha	2,500	9/1/2012	0.14
Brown, Marsha	2,500	3/1/2013	0.14
Brown, Marsha	5,000	11/14/2014	0.14
Butler, Jacob C	111,684	12/15/2011	0.13
Butler, Jacob C	27,921	3/1/2013	0.14
Cambern, Michael W	2,500	10/1/2012	0.14

Cambern, Michael W	1,250	3/1/2013	0.14
Chamberlain, Iris	15,000	4/14/2014	0.14
Crist, Neil	743,592	3/1/2014	0.154
Darnell, Mitchell	1,000	9/16/2013	0.14
Darnell, Mitchell	1,500	3/10/2014	0.14
Darnell, Mitchell	2,500	10/16/2014	0.14
Durkee, Sarah	15,000	9/24/2013	0.14
Flotten, Christopher	5,000	2/10/2012	0.13
Flotten, Christopher	2,500	3/1/2013	0.14
Flotten, Christopher	2,500	9/16/2013	0.14
Greiff, Charline M	2,500	8/10/2012	0.14
Greiff, Charline M	2,500	3/1/2013	0.14
Gugliotto, Kerry	2,500	8/16/2012	0.14
Gugliotto, Kerry	2,500	3/1/2013	0.14
Gutzwiller, Luke	15,000	11/12/2012	0.14
Havran, Wesley	2,500	7/28/2014	0.14
Headley, Douglas K	10,000	8/1/2012	0.14
Johnson, Fabiola	2,500	11/14/2014	0.14
Levenson, Samuel	2,500	11/16/2012	0.14
Levenson, Samuel	2,500	3/10/2014	0.14
Mannix, Peter M	2,200,760	1/1/2012	0.13
Matney, Dorian C	111,684	9/1/2011	0.06
Mead, Clint	167,000	11/10/10	0.06
Morford, Alan	25,000	11/1/2012	0.14
Mulvaney, James M	5,000	6/15/2012	0.14
Niemi, Ian	10,000	10/28/2013	0.14
Niemi, Ian	5,000	3/1/2014	0.14
Poppe, Chris	2,500	3/1/2013	0.14

Shaw, Tim	5,000	6/15/2012	0.14
-----------	-------	-----------	------

(ii)

See disclosure in Schedule 6(n).

BILL OF SALE AND IP ASSIGNMENT

THIS BILL OF SALE AND IP ASSIGNMENT (this "Agreement") is entered into and effective as of June 18, 2015, by and between Groupon, Inc., a Delaware corporation ("Purchaser"), and Valuevine, Inc. (d/b/a Venuelabs), a Washington corporation ("Seller"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 8 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Sale of Purchased Assets.

(a) For true and lawful consideration paid to it by Purchaser, the sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all right, title and interest in and to the Purchased Assets (other than Intellectual Property Assets), free and clear of all Encumbrances.

(b) For true and lawful consideration paid to it by Purchaser, the sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of its worldwide right, title and interest, including all common law rights, in, to and under all of the Intellectual Property Assets (excluding the Excluded IP), free and clear of all Encumbrances, together with any applications and/or registrations thereof and any goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in such Intellectual Property Assets, to collect any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (except with respect to Seller's collection of royalties, fees, income, payments and other proceeds in connection with Seller's use of the limited license during the License Term as set forth in Section 10(e) of the Purchase Agreement), and to file any and all subsequent applications based on the Intellectual Property Assets, if any, including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Purchaser, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

(c) Seller expressly does not sell, assign, transfer, convey or deliver any asset that is a Retained Asset.

2. Acceptance. As of the Closing, Purchaser hereby accepts the foregoing sale and assignment.

3. No Transfer of Retained Liabilities. Purchaser is not assuming any of the Retained Liabilities.

4. Further Assurances. Seller shall, from time to time after the delivery of this Agreement, at Purchaser's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Purchaser as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Purchaser of the Purchased Assets as contemplated under the Purchase Agreement.

5. Conflict with the Purchase Agreement. The sale, assignment, transfer, conveyance and delivery of the Purchased Assets made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

6. Power of Attorney. Seller hereby appoints Purchaser and its officers, successors and assigns, as its true and lawful attorney, each with the full power of substitution, to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Purchased Assets and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing; provided, however, that any such action taken by Purchaser using such authority pursuant to this Section 6 shall not in any way be contrary to the terms and conditions of the Purchase Agreement and the relative rights, obligations and bargained for exchange of the parties thereunder. Seller further authorizes Purchaser and its officers, successors and assigns to receive and open all mail, telegrams, packages, electronic mail and other communications that are addressed to Seller and that relate to the Purchased Assets, and to reply to and retain such communications. The preceding sentence constitutes full authorization to the postal authorities, express courier companies and other persons to make delivery of such communications directly to Purchaser or to persons specified by Purchaser. Seller confers this authority upon Purchaser and its officers, successors and assigns on the condition that Purchaser shall promptly forward to Seller all such mail, telegrams, electronic mail and other communications that do not relate solely to the Purchased Assets.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 13(c) of the Purchase

Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

8. Enforceability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not effect any other provision hereof.

9. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Purchaser.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile machine or PDF shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or PDF to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or e-mail as a defense to the formation of a contract and each such party forever waives any such defense.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in Chicago, Illinois.

12. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and IP Assignment to be duly executed as of the day and year first above written.

PURCHASER:

GROUPON, INC.

By: 

Name: _____

Its: SVP Corporate Development

SELLER:

VALUEVINE, INC.

By: _____

Name: _____

Its: _____

[Signature Page to Bill of Sale and IP Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and IP Assignment to be duly executed as of the day and year first above written.


PURCHASER:

GROUPON, INC.

By: _____
Name: _____
Its: _____

SELLER:

VALUEVINE, INC.

By:  _____
Name: Neil P. Crist
Its: President and CEO

[Signature Page to Bill of Sale and IP Assignment]