

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350626

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900329806

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CenterSite LLC		09/09/2014	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

<b>Name:</b>	Referral Solutions Group, LLC
<b>Street Address:</b>	517 4th Ave San Diego
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92101
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	3236043	MENTAL HELP NET
<b>Serial Number:</b>	78704982	MENTAL HELP NET

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** lmbrown@venable.com  
**Correspondent Name:** Referral Solutions Group, LLC  
**Address Line 1:** 517 4th Ave  
**Address Line 4:** San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	Jeffrey Smith
<b>SIGNATURE:</b>	/Jeffrey Smith/
<b>DATE SIGNED:</b>	08/06/2015

## Total Attachments: 12

source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page1.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page2.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page3.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page4.tif

source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page5.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page6.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page7.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page8.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page9.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page10.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page11.tif  
source=mentalhelp net\_website-purchase-agreement\_FINAL\_signedMM - Copy [CONSENT REQUIRED]#page12.tif

## DOMAIN NAME & WEBSITE PURCHASE AGREEMENT

This agreement (the "Agreement") is made as of September 9th, 2014 ("Effective Date") by and between Referral Solutions Group, LLC an California partnership with offices at: 517 4<sup>th</sup> Ave San Diego, CA 92101 (the "Purchaser"), and CenterSite LLC, an Ohio Corporation with offices at:  
P.O. Box 20709, Columbus, OH 43220 (the "Seller").

### WITNESSETH

WHEREAS, Seller has and owns certain rights to a domain name, website, and certain property rights associated with such Domain Name; and

WHEREAS, Seller desires to sell to the Purchaser its entire right, title and interest in such property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth here, it is agreed between the parties as follows:

### AGREEMENT

#### **1. Sale of Domain Name, Website Contents, and Related Property.**

1.1 Purchase and Sale of Property. Seller, on the terms and conditions set forth herein, hereby grants, sells, assigns, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Property free and clear of all mortgages, liens, claims, charges, security interests, leases or other encumbrances, and Purchaser, on the terms and conditions herein set forth, hereby purchases the Property from Seller, in exchange for the consideration set forth below in Section 3. For purposes of this Agreement, the term "Property" means (i) the domain name "MENTALHELP.NET" (the "Domain Name") together with (ii) the Mental Help Net Facebook account, (iii) the @MentalHelpNet Twitter account, (iv) any registered or unregistered trademarks, service marks, copyrights or other intellectual property or proprietary rights based on the Domain Name (including the "Mental Help Net" service mark (U.S. registration number 3236043)), and (v) all historical data currently possessed by Seller and relating to site visitation for the Domain Name. Except as expressly described in Section 1.1, the Purchaser is not assuming any liabilities of the Seller.

1.2 License of Content.

(a) In connection with the purchase and sale of the Property, and subject to the terms and conditions set forth herein, Seller hereby grants to Purchaser a royalty-free, non-exclusive, limited, termed, non-sublicenseable, non-transferable (except as provided herein) license (the "License") to display the Licensed Content (defined below) solely at (i) the website addressing the subject of addiction services and maintained by Purchaser at the Domain Name or (ii) one other single website maintained at another domain name of Purchaser's choice (in which case the Licensed Content may not also be displayed at the website maintained at the Domain Name), provided that in such case, (A) Purchaser obtains Seller's prior written consent and (B) Purchaser maintains a website at such other domain name that, at all times, solely addresses the subject of addiction services. For purposes of this Agreement, the term "Licensed Content" means such content as was displayed at the website maintained by Seller at the Domain Name on July 1, 2014. In the course of transferring the Licensed Content to Purchaser, the parties will establish a file archive into which all the files transferred will be placed. This file archive shall become the definitive record of what constitutes the Licensed Content. For avoidance of doubt, the Parties acknowledge and agree that the License and the Licensed Content do not include (i) any revisions, additions, modifications, updates or other changes to the Licensed Content and/or any new content by any author of any portion of the Licensed Content and/or from Seller, whether relating to the subject matter of any portion of the Licensed Content or otherwise, (ii) any content displayed at the website maintained at the Domain Name which Seller licenses from third parties, including but not limited to news articles, book review articles, the "Depression Primer" topic center, the Self-Help Group Sourcebook Online (maintained at <http://www.mentalhelp.net/selfhelp/>) and any stock photos, (iii) childcare and eldercare databases that may be referenced or linked within the website maintained at the Domain Name, (iv) any content, works of authorship, or other materials produced or authored, in whole or in part, prior to 2003, or (v) any documents, content, works of authorship, or other materials produced or authored, in whole or in part, by either of David Van Nuys, Mark Gorkin (before 2011) or Elisha Goldstein. The Parties further acknowledge and agree that the License shall include the ability of Purchaser to distribute a newsletter that contains the applicable title and a brief synopsis of portions of the Licensed Content and a link to the website maintained at the Domain Name where such portions of the Licensed Content are displayed; provided, that no such synopsis shall exceed 100 words in length.

(b) Purchaser shall display the Licensed Content only on the website addressing the subject matter of addiction services and maintained by Purchaser at the Domain Name. Purchaser has no right to modify or add content to the Licensed Content, including without limitation creating derivative works, without obtaining Seller's prior written consent, which consent may be withheld in the Seller's sole discretion. Upon Seller's request, Purchaser shall immediately remove from Purchaser's web site the name of any author of any portion of the Licensed Content.

(c) Except as explicitly provided herein, Seller retains all right, title and interest, including but not limited to copyright and other intellectual property rights therein, in and to the Licensed Content. All right, title and interest in and to the Licensed Content shall at all times remain vested in Seller, and, as between Seller and Purchaser, Seller shall remain free to use the Licensed Content as Seller deems appropriate in Seller's sole discretion, including by Seller licensing the Licensed Content to one or more third parties. Nothing in this Agreement shall be deemed to convey to Purchaser any ownership rights in the Licensed Content or any proprietary information of Seller.

(d) The License may be terminated by Seller in the event of a material breach of the terms and conditions of this Agreement, including the terms and conditions of this Section 1.2. Upon notice of material breach of this Agreement, (i) Purchaser will have 15 (fifteen) business days to cure the material breach before Seller may terminate the License, in the case of a curable material breach, and (ii) Seller may terminate the License upon notice to Purchaser in the case of an incurable material breach; provided that if there is a good faith dispute regarding an allegation of material breach, the parties shall submit such dispute to binding arbitration pursuant to the arbitration procedures detailed in Section 10.8 of this Agreement. If the decision of the arbitrator is that Purchaser is in material breach of its obligations (an "Adverse Judgment"), then such arbitrator shall specify whether the material breach is curable and, if the arbitrator determines that the material breach is curable, the manner in which such material breach could be cured. If the decision of the arbitrator is an Adverse Judgment, then the Purchaser shall have fifteen (15) business days to cure such material breach in accordance with the arbitrator's decision (if such material breach is curable). If Purchaser fails to cure such material breach within such period or as otherwise agreed by Seller, or if the arbitrator determines that the material breach is incurable, then Seller may

terminate the License. Upon the termination of the License, Purchaser shall immediately cease using the Licensed Content (including by immediately removing the Licensed Content from Purchaser's web site) and shall delete all copies thereof.

## **2. Warranties and Duties.**

2.1. Seller's Warranties. Seller hereby represents and warrants that Seller is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell, assign and transfer the Property. Seller also warrants that Seller does not currently know of and has no reason to know of any third party claim to any right, title, or use of the Property; or legal suits filed against the Property or Seller concerning the Property. Seller will not execute any agreement in conflict with this Agreement.

2.1.2 No approval or authorization of, notification, filing or registration with any authority is required in connection with the execution and delivery of this Agreement by the Seller. No consent or authorization of any person is required in connection with the execution of this Agreement or the transfer of the Property to the Buyer.

2.1.3 Seller has not made any sale, pledge or other transfer of, and has not granted any rights or options to purchase or acquire all or any part of the Property, to any party other than the Buyer. This Agreement does not and will not, with or without notice or the passage of time, conflict with or constitute a breach or violation of any contract or agreement to which the Seller is a party or which relates to the Property.

2.1.3.1. Seller will immediately disclose the details of any communication received regarding an interest to buy or advertise on the Property for a period of 90 days following the execution of this Agreement.

2.1.4 Seller has duly and timely filed all returns for taxes required to be filed by him or for which he may be held responsible under applicable law, and has paid all taxes due and payable by him in relation to the Property. There is no dispute or claim concerning any taxes payable by the Seller that the Seller is aware of, and no tax of the Seller is currently under audit or examination by any governmental authority.

2.1.5 Seller is not party to engaged in any legal action, suit, investigation or other proceeding by or before any court, arbitrator or administrative agency under any applicable laws or regulations, including but not limited to, the Anticybersquatting Consumer Protection Act, the Lanham Act, or the Federal Trademark Dilution Act of 1996, and has no knowledge of any such threatened action in relation to the Property. Seller is not party to any collective bargaining agreement or other agreement for which the Purchases will become liable as a result of the transactions contemplated by this Agreement.

2.1.6 Seller agrees to not disclose information regarding website traffic statistics to third-parties following the execution of this Agreement.

2.1.7 Seller hereby represents and warrants that Purchaser's use of the Licensed Content in accordance with Section 1.2 of this Agreement will not infringe the intellectual property rights of any third party provided that any user generated content (including but not limited to user comments or clinician listing information) shall not be considered Licensed Content for the purposes of this section and this section only.

## 2.2. Property Transfer Duties.

Immediately upon receipt of Full Payment, Seller will take any and all actions that may be necessary or desirable to protect and perfect Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with the authorized entity or registrar. Seller also agrees to take all reasonable actions and/or where applicable request the current host and or any other web host to comply with any actions necessary or desirable to effect the transfer of the Domain Name and Property to a new hosting service to be designated by Purchaser at the time of Full Payment.

2.3 The Purchaser hereby represents and warrants that, to the best of his knowledge, Purchaser has full legal right, power and authority to enter into this Agreement to purchase the Property and has financing sufficient to make the required payment.

2.4 The Purchaser shall maintain the subdomain "metapsychology.mentalhelp.net" and shall direct that subdomain to Seller's web server where Seller or its assign will host a website. From time to time, the server address that this subdomain shall point to may need to be changed and Seller will notify Purchaser in writing of such change. Purchaser will arrange for

the change of any DNS information at no cost and within a reasonable time. This obligation will continue until Purchaser is notified by the Seller in writing that this is no longer required.

2.5 The Purchaser shall display this copyright notice on all pages of the web site they maintain which contain Licensed Content pursuant to the provisions of 1.2(a): "Copyright 1995-2014 CenterSite LLC, All rights reserved" or any other copyright notice as might be provided by Seller (and agreed to by Purchaser) in writing from time to time.

2.6 Purchaser must display authors name with content unless requested by Seller to remove the author's name as provided elsewhere in this agreement.

2.7 The Purchaser shall maintain the url "<http://www.mentalhelp.net/selfhelp/>" and shall direct that url to Seller's web server where Seller or its assign will host a website. From time to time, the server address that this url shall point to may need to be changed and Seller will notify Purchaser in writing of such change. Purchaser will arrange for the change at no cost and within a reasonable time. This obligation will continue until Purchaser is notified by the Seller in writing that this is no longer required.

### **3. Consideration.**

3.1 Purchase Amount. As consideration for the sale of the Property and License of the Licensed Content, Purchaser promises to pay Seller the amount of Four-Hundred Thousand dollars (\$400,000.00 (hereinafter "Full Payment"), to be remitted directly to Seller in One (1) payment.

### **4. Payment.**

4.1 Payment in full shall be due upon signing.

### **5. Limitation of Liability/Disclaimer of Warranties.**

(a) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PROPERTY AND LICENSED CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY



SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE LICENSED CONTENT OR ANY OTHER PRODUCTS OR SERVICES OF SELLER, INCLUDING THE PROPERTY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER SHALL NOT HAVE ANY OBLIGATIONS OR LIABILITIES TO THE PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PROPERTY OR THE LICENSED CONTENT.

(b) EACH PARTY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, LOSS OF THE USE OF THE LICENSED CONTENT, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTED PRODUCTS, FACILITIES OR SERVICES OR DOWNTIME COSTS OR FOR ANY OTHER INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF SELLER IS AWARE OF THE RISK OF SUCH DAMAGES.

(c) THE PARTIES ACKNOWLEDGE AND AGREE THAT (I) (A) ON OR BEFORE THE 5TH ANNIVERSARY OF THE EFFECTIVE DATE, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHETHER WITH RESPECT TO THE PROPERTY, THE LICENSED CONTENT, ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT) SHALL NOT EXCEED 50% OF THE FULL PAYMENT AND (B) AFTER THE 5TH ANNIVERSARY OF THE EFFECTIVE DATE, SELLER SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT, AND PURCHASER SHALL HAVE NO REMEDY AGAINST SELLER UNDER THIS AGREEMENT (WHETHER WITH RESPECT TO THE PROPERTY, THE LICENSED CONTENT, ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT), AND (II) (X) ON OR BEFORE THE 5TH ANNIVERSARY OF THE EFFECTIVE DATE,

PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHETHER WITH RESPECT TO THE PROPERTY, THE LICENSED CONTENT, ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT) SHALL NOT EXCEED 50% OF THE FULL PAYMENT AND (Y) AFTER THE 5<sup>TH</sup> ANNIVERSARY BUT ON OR BEFORE THE 10TH ANNIVERSARY OF THE EFFECTIVE DATE, PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHETHER WITH RESPECT TO THE PROPERTY, THE LICENSED CONTENT, ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT) SHALL NOT EXCEED 25% OF THE FULL PAYMENT AND (Z) AFTER THE 10TH ANNIVERSARY OF THE EFFECTIVE DATE, PURCHASER SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT, AND SELLER SHALL HAVE NO REMEDY AGAINST PURCHASER UNDER THIS AGREEMENT (WHETHER WITH RESPECT TO THE PROPERTY, THE LICENSED CONTENT, ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT). NOTHING IN THIS SECTION 5(C) SHALL BE CONSTRUED TO MODIFY, AMEND OR OTHERWISE AFFECT SELLER'S RIGHTS UNDER SECTION 1.2(D) OF THIS AGREEMENT.

**6. (Intentionally left blank)**

Not applicable.

**7. Site Purpose.**

Not applicable.

**8. Indemnification**

8.1. The Seller shall defend, indemnify and hold Purchaser, his officers, employees and advisors harmless from and against all claims, damages, losses, liabilities, costs and expenses arising out or resulting from any breach or representation made by the Seller, or failure by the Seller to carry out or perform any of his obligations or undertakings under this Agreement. Seller's

indemnification obligations are conditioned upon Purchaser providing Seller with (i) prompt written notice of any claim; (ii) the option to assume sole control over the defense and settlement of any claim; and (iii) reasonable information and assistance in connection with such defense and settlement.

8.2. The Purchaser shall defend, indemnify and hold Seller, his officers, employees and advisors harmless from and against all losses arising from any breach or warranties made by Purchaser in this Agreement, failure by Purchaser to carry out or perform any of his obligations or undertaking under this Agreement, and any claims asserted by third parties against the Seller relating to actions or operations by the Purchaser in the running of the Property or use of the License Content and taken after transfer of the Property. Purchaser's indemnification obligations are conditioned upon Seller providing Purchaser with (i) prompt written notice of any claim; (ii) the option to assume sole control over the defense and settlement of any claim; and (iii) reasonable information and assistance in connection with such defense and settlement.

8.3. The indemnified party shall promptly notify the indemnifying party in writing of any claim, demand, action or proceeding for which indemnification will be sought under Section 8.1 or 8.2.

## **9. Delivery of Domain Name, Website and Property**

9.1. Immediately upon delivery of Full Payment to the Seller, Seller will comply with all reasonable and specific requests made by Purchaser that are necessary or desirable to protect the Purchaser's title to the Property, including but not limited to, authorizing the change of registered ownership of the Domain Name with the authorized entity or registrar/registry. Any expenses incurred by Seller in connection with these Duties shall be borne by the Purchaser.

9.1.1. Purchaser will request domain transfer and therefore will provide final registrant details, to registrar, which are as follows:

Jeff Smith  
848 North Rainbow Blvd.  
Las Vegas, NV 89107

702-948-8517  
[www.mentalhelp.net@gmail.com](mailto:www.mentalhelp.net@gmail.com)

9.2. Within five (5) days of the Seller receiving of Full Payment, the Seller, under the direction of Purchaser agrees to undertake the transfer of the Domain Name to the Purchaser's preferred registrar and to promptly attend to and satisfactorily complete all requests made by the losing and the gaining registrars and their agents relating to the transfer of the aforesaid Domain Name.

9.3 (left intentionally blank)

9.4. Subject to the Purchaser meeting all conditions under Section 3, the Seller warrants to keep live the hosting account of the Websites and maintain the Websites in full working order on that hosting account for a period of 120 days or until the Purchaser notifies the Seller he can terminate the account, whichever is earlier. Any reasonable expenses incurred by Seller in connection with these Duties shall be borne by the Purchaser.

## **10. Miscellaneous.**

10.1. No Conditions to Effectiveness; Entire Agreement. There are no conditions to the effectiveness of this Agreement. This Agreement contains the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof.

10.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflicts of law rules. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Franklin County, Ohio, or the Southern District of Ohio.

10.3. Amendment and Waivers. This Agreement may be amended only by an instrument in writing signed by the parties hereto. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

10.4. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

10.5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives; provided, however, that the parties hereto acknowledge and agree that Purchaser may not assign or transfer the License (whether by change of control of Purchaser, in connection with a merger, by operation of law, or otherwise) without the prior written consent of Seller (which written consent shall not be unreasonably withheld in the event that Purchaser consummates a transaction with an unaffiliated third party (a) resulting in a change of control of Purchaser or (b) involving a sale, assignment or transfer of all, or substantially all, of Purchaser's assets), and any such attempted assignment or transfer of the License without the prior written consent of Seller shall be null and void.

10.6. Each party, in entering into this Agreement, acts as an independent contractor and nothing herein shall be construed to create a partnership or joint venture between the parties or to constitute agency of any sort. Neither party shall have the authority to bind the other.

10.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

10.8. Arbitration. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Franklin County, Ohio, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

10.9. Each party to this Agreement shall take all reasonable precautions to maintain the confidentiality of the negotiation or existence of this Agreement, the identity of the parties to this Agreement and any non-public information concerning the other parties or their affiliates, advisors or partners provided to or

discovered. Each party to this Agreement shall not disclose any such information acquired, however acquired, to anyone other than those professional advisors directly involved in the investigation, negotiation and execution of the transactions contemplated by this Agreement except where directed by a court or appropriate law enforcement authority.

10.10 Notices Any notices should be mailed to the parties at:

CenterSite LLC  
P.O. Box 20709  
Columbus, Oh 43220

Referral Solutions Group LLC  
517 4<sup>th</sup> Ave. STE 401  
San Diego, CA 92101

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

SELLER

PURCHASER

By: Michael McDonald

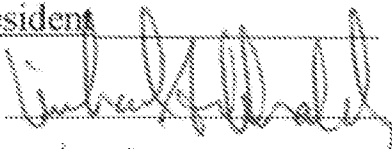
By: Jeffrey Smith

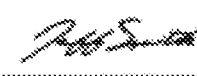
Entity: CenterSite, LLC

Entity: Referral Solutions Group, LLC

Title: President

Title: CEO

Signature: 

Signature: 

Date: 9/16/2014

Date: 09/12/14

CC: Gunderson Dettmer  
3570 Carmel Mountain Rd #200  
San Diego, CA 92130