

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DVDS W, Inc.		12/31/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	WTT Media, Inc		
Street Address:	2038 Ford Parkway, Suite 218		
City:	St Paul		
State/Country:	MINNESOTA		
Postal Code:	55116		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85105074	WHATTHEYTHINK?	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6125086212		
Email:	kkeane1069@aol.com		
Correspondent Name:	Kevin Keane		
Address Line 1:	14773 80th Place N		
Address Line 4:	Maple Grove, MINNESOTA 55311		
NAME OF SUBMITTER:	Kevin Keane		
SIGNATURE:	/KevinKeane8315/		
DATE SIGNED:	02/12/2016		
Total Attachments: 5			
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AGREEMENT FOR ASSET PURCHASE AND SALE

RAMSEY COUNTY, MINNESOTA

THIS AGREEMENT, made and entered into this 31st day of December, 2015, by and Between and **DVDS W, INC., a Georgia corporation** ("Seller") and **WTT Media, Inc., a Minnesota Corporation** ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain business assets and wishes to sell certain assets to Buyer, and Buyer desires to buy said assets;

WHEREAS, the Parties are desirous of effectuating a smooth and efficient transfer of the business assets and acknowledge that their mutual goodwill and cooperation are essential to this end.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and agreements herein contained do hereby, agree as follows:

I. SALE OF ASSETS

1.0 Sale of Assets. Seller agrees to transfer and sell and Buyer agrees to buy the following assets of Seller, hereinafter referred to as the "Assets":

- (a) All website domains and all intellectual property of any type whatsoever
- (b) All trademarks and tradenames including "WhatTheyThink.com" and the Sellers rights to the IP address for the domain name:
<https://www.whattheythink.com> and any passwords associated therewith.
- (c) All cash on hand
- (d) All accounts receivable
- (e) All computing hardware, video and photographic cameras and related Photography equipment such as tripods, light kits, and accessories
- (f) All customer lists, mailing lists, e-mail lists, good-will, furniture, fixtures, Business equipment, business forms, POS terminals, any packaging or branded materials

In addition, Seller agrees to transfer and Buyer agrees to assume all of Sellers rights under or to all existing contracts and leases (or related deposits) and any other form of valid agreement

Seller has entered into with independent contractors, vendors, consultants, partners and customers.

Sellers rights under all such contracts are transferred free and clear of any and all liabilities, debts, mortgages, security interests, or other liens or encumbrances. Buyer does not assume any liabilities from any action arising from non-performance or other claims against Seller or its current or former executives.

1.1 Assumptions of Accounts Payable. Buyer agrees to assume all accounts payable of Seller as of Closing.

1.2 Purchase Price of Assets. The purchase price for the Assets shall be One Hundred Dollars (\$100.00), paid at Closing to Seller by cash or check.

1.3 Bill of Sale. Seller agrees at Closing to execute a Bill of Sale for the Assets and to deliver it to the Buyer.

1.4 Clear Title. Seller shall transfer the Assets to Buyer free and clear of all liens, debts and encumbrances.

II. CLOSING

2.0 Time, Date and Place of Closing. The Closing of the transaction contemplated under this agreement (the "Closing"), and the execution and commencement of the documents herein referred to shall be accomplished by the parties via electronic communication on or before December 31, 2015, unless another time date and place are mutually agreed to by the parties.

2.1 Effective Date. The sale of the Sellers's Assets shall be deemed effective as of the date of Closing.

2.2 Expenses of Negotiation and Closing. Each of the parties will bear its own costs and expenses in connection with the transaction contemplated in this agreement.

III. BULK TRANSFERS ACT

3.0 The parties agree between themselves to waive compliance with the requirements of any applicable laws relating to bulk sales (Uniform Commercial Code or the Bulk Transfers Act found at Minnesota Statutes Sec. 270C.57, and Seller agrees to hold harmless and Indemnify Buyer from and against any and all liabilities that may be asserted against Seller arising Out of such non-compliance.

IV. OTHER OBLIGATIONS

4.0 Taxes. Seller shall remain solely responsible for all federal, state and local taxes which may now or in the future become payable for all transactions of the Sellers' business arising prior to date of Closing.

4.1 Licenses. Buyer assumes responsibility for obtaining all licenses necessary for the operation of the business and failure of the Buyer to do so will not release Buyer from the obligations of this Agreement.

V.
REPRESENTATIONS AND WARRANTIES OF SELLER

5.0 Seller represents and warrants to Buyer as follows:

- (a) That the Seller has the authority to sell the Assets as contemplated by this Agreement;
- (b) That neither the execution of the Agreement nor the Closing of the transaction contemplated herein shall breach any agreement, lease, contract, law, statute or regulation of which the Seller has or should have knowledge.
- (c) That Seller has filed all tax returns required of it by law, and all taxes shown to be due on such returns or otherwise levied or assessed have been paid in full; that the sums so paid satisfied all of such taxes actually due and payable by Seller up to date of Closing; and that no deficiencies for any such taxes have been asserted or threatened and no audit of such returns is currently under way or, to the knowledge of Seller, threatened.
- (d) That, to Seller's knowledge, it is not engaged in, or a party to, or is threatened with, any claim, controversy, legal action, or other proceeding of any kind; has not been charged or, to the knowledge of the Seller been under investigation at any time with respect to any violation of any provisions of federal, state, municipal or other applicable law of administrative regulations, and, to the best of Seller's knowledge and belief, Seller has complied in all material respects with all such laws and regulations applicable to it, including but not limited to, health, sanitation, and environmental laws and regulations.
- (e) That all of the Seller's contracts imposing any obligations on it are current and are being complied with.
- (f) "As Is" Seller hereby notifies the Seller that all of the assets being sold under this Agreement are being sold As Is. Seller makes no express or implied warranties as to the condition or safety of the assets, or the suitability or fitness of the assets for any particular purpose.

VI.
REPRESENTATIONS AND WARRANTIES OF BUYER

6.0 Buyer represents and warrants to Seller as follows:

- (a) That Buyer has the authority to buy the Assets as contemplated by this Agreement;
- (b) That neither the execution of this Agreement nor the Closing of the transaction contemplated herein shall breach any agreement, lease, contract, law, statute or regulation of which the Buyer has or should have knowledge.

- (c) That, to Buyer's knowledge, it is not engaged in or a party to or threatened with, any claim, controversy, legal action, or other proceeding of any kind; has not been charged or to the knowledge of Buyer been under investigation at any time with respect to any violation of any provisions of federal, state, municipal or other applicable law of administrative regulations, and, to the best of Buyer's knowledge and belief, Buyer has complied in all material respects with all such laws and regulations applicable to it, including but not limited to, health, sanitation, and environmental laws and regulations.
- (d) That all of the Buyer's contracts imposing any obligations on it are current.

VII.
ALLOCATION OF PURCHASE PRICE

7.0 Buyer and Seller both agree that the purchase price for the Assets shall be allocated as necessary for the filing of any required IRS statements with the Buyer and Seller's tax returns.

VIII.
MINNESOTA LAW

8.0 This Agreement shall be subject to and governed by the laws of the State of Minnesota.

IX.
ENTIRE AGREEMENT

9.0 This Agreement constitutes the entire understanding of the parties on the subject matter hereof and may not be altered, waived, modified or canceled except in a writing signed by both parties, and no oral agreement or course of conduct by either party to the contrary, shall be deemed an alteration, amendment, modification or cancellation of this Agreement.

X.
TIME OF ESSENCE

10.0 Time is of the essence of the Agreement.

XI.
LEGAL EXPENSES

11.0 That each party agrees to pay the reasonable legal fees and expenses incurred by such party in the negotiations of this Agreement.

XII.
SURVIVAL OF AGREEMENT

12.0 All representations, warranties, and agreements contained herein, shall not be

discharged or dissolved upon Closing, but shall survive and continue to be in full force and effect and to be fully enforceable by the parties until all obligations provided for herein have been fully performed and satisfied.

XIII.
GENERAL PROVISIONS

13.0 This Agreement, and any closing documents executed pursuant to this agreement concerning the selling of the Assets, are agreed to constitute a single and related transaction.

13.1 All and all closing documents or exhibits referred to above are hereby incorporated by reference into this Agreement and are made a part of this Agreement, as it more fully set out herein.

13.2 All rights, powers and privileges conferred hereunder upon each party shall be cumulative and not restrictive to those otherwise given to either under the law.

13.3 The provisions of this Agreement shall be fully binding upon Seller, Buyer and their respective heirs, legal representatives, successors and assigns. The parties hereto shall promptly execute and deliver any and all documents, papers or instruments necessary or desirable to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned officers of Seller and Buyer respectively, have affixed
their signatures, in duplicate, on the day and year first above written.


SELLER:

DVDS W, Inc.


Adam Dewitz, Secretary Treasurer

BUYER:

WTT Media, INC.


Adam Dewitz, Secretary Treasurer