

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShopSavvy Inc.		12/11/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SV Acquisition Holdings, Inc.		
<b>Street Address:</b>	251 20th Street, 2nd Floor		
<b>City:</b>	Ogden		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84401		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4324525	SLIDE2PAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156753434		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4152681972		
<b>Email:</b>	katherine.keating@bryancave.com		
<b>Correspondent Name:</b>	Katherine Keating, Bryan Cave LLP		
<b>Address Line 1:</b>	560 Mission Street, 25th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	0363430		
<b>NAME OF SUBMITTER:</b>	Katherine Keating		
<b>SIGNATURE:</b>	/katherine keating/		
<b>DATE SIGNED:</b>	03/04/2016		
<b>Total Attachments: 5</b>			
source=ShopSavvy to SV Acquisitions Holdings#page1.tif			
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CH \$40.00 4324525

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into as of December 11, 2015, by and between SV Acquisition Holdings, Inc., a Delaware corporation ("Buyer") and ShopSavvy Inc., a Delaware corporation ("Seller").

WHEREAS, Seller, TechMediaNetwork, Inc., a Delaware corporation, and Buyer are parties to that certain Asset Purchase Agreement, dated December 11, 2015 (the "Purchase Agreement"), pursuant to which Buyer has acquired certain assets of Seller, including all of Seller's right, title and interest in and to all of the domain names, trademarks, and patents that are comprised within the Purchased Assets, as set forth in the Purchase Agreement, including without limitation those domain names, trademarks, and patents listed in Exhibit A hereto and all sub-domains, variations, mirror sites, any and all related or similar trade names, trademarks, service marks, applications, registrations (the applicable registry entities are collectively referred to in this Assignment as the "Registry"), goodwill, publications, and other associated documents and rights (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

a. Seller hereby assigns, transfers, conveys and delivers to Buyer and its successors and assigns, all right, title and interest in and to or related to the Assigned Intellectual Property. This assignment includes the right to sue and recover damages for past and future infringements of Seller's rights in the Assigned Intellectual Property and to bring any proceeding or claim in the United States Patent and Trademark Office or any equivalent agency or any court in any country for cancellation or opposition or other proceeding or claim in connection with the Assigned Intellectual Property. The right, title and interest is to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as it would have been held and enjoyed by Seller had this assignment not been made.

b. Seller further waives all claims it has to the Assigned Intellectual Property and agrees to cease all use of the Assigned Intellectual Property as of the date written above.

2. Further Assurances.

a. Seller shall assist Buyer in every proper way to evidence, record and perfect the Section 1 assignment and to perfect, obtain, maintain, enforce, and defend any rights assigned under this Assignment. Seller shall perform all acts necessary or desirable to carry out the purposes of this Assignment and fully effect and perfect the transfer and re-registration of the Assigned Intellectual Property from Seller to Buyer according to the Registry's policies, including without limitation any changes to the Assigned Intellectual Property's registrar records and other acts as reasonably directed by Buyer, and including without limitation after the Closing Date.

b. From and after the Closing Date, Seller agrees to convey, transfer, and assign to Buyer, free and clear of all Encumbrances, any Assigned Intellectual Property then held by Seller that are not included on Exhibit A, the conveyance, transfer or assignment of which would have been necessary for representations and warranties of Seller in the Purchase Agreement to be true and correct as of the Closing Date, or the conveyance, transfer or assignment of which was or is required by the covenants of Seller contained in the Purchase Agreement.

3. Warranty. Seller represents and warrants that: (a) Seller has the rights, titles, and interests to convey the Assigned Intellectual Property as set forth herein, and covenants with Buyer that Seller has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement adversely affecting the right, title, and interest herein conveyed; (b) all registration fees to the Registry are current and shall remain current until transfer of the Assigned Intellectual Property to Buyer; and (c) Seller shall not take any action to prevent or otherwise interfere with Buyer's or its licensees' or successors' use of the Assigned Intellectual Property or any similar marks, names or patents, and hereby covenants not to sue or otherwise assert against Buyer under any proprietary rights Seller has in the Assigned Intellectual Property or any underlying or similar domain names, trademarks, service marks, trade names, or patents.

4. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment and any dispute arising out of, relating to or in connection herewith shall be construed and interpreted in accordance with the Purchase Agreement and with the laws of the State of New York, without regard to principles of conflicts of laws. This Agreement together with the Purchase Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, with regard to the Assigned Intellectual Property. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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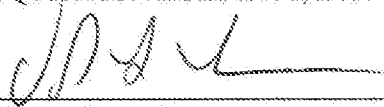
IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

**BUYER**

**SELLER**

SV ACQUISITION HOLDINGS, INC.

SHOPSAVVY INC.

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

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

Name: Doug Llewellyn

Name:

Title: President

Title:

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 005746 FRAME: 0496**

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

**BUYER**

SV ACQUISITION HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**SELLER**

SHOPSAVVY, INC.

By:  \_\_\_\_\_  
Name: Rylan Barnes  
Title: Chief Executive Officer

**EXHIBIT A**

**DOMAIN NAMES**

<u>Description</u>	<u>Expiration Date</u>	<u>Registrar</u>
ShopSavvy.com	September 19, 2016	GoDaddy.com, LLC
Shopsavvy.mobi	September 17, 2017	Network Solutions LLC
Shopsavvy.xxx	January 11, 2016	GoDaddy.com, LLC
Svymail.com	January 18, 2016	GoDaddy.com, LLC
Shpsvy.it	May 30, 2016	GoDaddy.com, LLC
Shopsavey.mobi	October 14, 2016	GoDaddy.com, LLC
Shopsavy.mobi	October 14, 2016	GoDaddy.com, LLC
Shopsavvymail.com	October 19, 2016	GoDaddy.com, LLC
Shopsavvymail.net	October 19, 2016	GoDaddy.com, LLC
Shopsavvymail.org	October 19, 2016	GoDaddy.com, LLC
Pricenark.com	March 30, 2016	GoDaddy.com, LLC
Gumbosearch.com	September 11, 2016	GoDaddy.com, LLC
Textbook-trader.com	March 7, 2016	GoDaddy.com, LLC

**TRADEMARKS**

<u>Description</u>	<u>Registration Number</u>
Shop Savvy	3,618,894
Shop Savvy	4,706,096
Slide2Pay	4,324,535
Slide2Pay	4,324,524
Adons	3,893,403

**PATENTS**

<u>Title</u>	<u>Application or Patent Number</u>
System, method, and Computer-Readable Storage Medium for Payment of Online Purchases via a Portable Computing Device	App. No. 13/649,704
System, Method, and Computer-Readable Storage Medium for Identifying A Product	App. No. 13/633,489