

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408225

| | |
|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the parties to the conveyance improperly noted on the Trademark Assignment Cover Page previously recorded on Reel 004624 Frame 0630. Assignor(s) hereby confirms the conveying and receiving parties identified herein identify the correct parties, as identified in the Assignment document. |
| RESUBMIT DOCUMENT ID: | 900383865 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-------------------------|
| Eclectic Odyssey, Inc. | | 08/02/2011 | Corporation: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | Graboid International Inc. |
| Street Address: | L'Horizon, Gunsite Road |
| City: | Brittons Hill, St. Michael |
| State/Country: | BARBADOS |
| Entity Type: | Company: BARBADOS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------|
| Registration Number: | 2495401 | AUDIOBOOKS.COM |

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.

Phone: 3172371029
Email: Abe.Shanehsaz@FaegreBD.com
Correspondent Name: Abe J. Shanehsaz
Address Line 1: 300 N. Meridian Street, Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 511183.1 |
| NAME OF SUBMITTER: | Abe Jentry Shanehsaz |
| SIGNATURE: | /Abe J. Shanehsaz/ |
| DATE SIGNED: | 12/08/2016 |

Total Attachments: 10

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source=assignment-tm-4624-0630#page2.tif

source=assignment-tm-4624-0630#page3.tif
source=assignment-tm-4624-0630#page4.tif
source=assignment-tm-4624-0630#page5.tif
source=assignment-tm-4624-0630#page6.tif
source=assignment-tm-4624-0630#page7.tif
source=assignment-tm-4624-0630#page8.tif
source=assignment-tm-4624-0630#page9.tif
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ian Small | | 08/02/2011 | CORPORATION: CANADA |
| Anoinette Belson | | 08/02/2011 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Ian Small | | |
| Street Address: | 2370 Wyecroft road | | |
| City: | Oakville | | |
| State/Country: | CANADA | | |
| Postal Code: | L6L 6M1 | | |
| Entity Type: | INDIVIDUAL: BARBADOS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2495401 | AUDIOBOOKS.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (905)847-9310 | | |
| Phone: | 9059010026 x 125 | | |
| Email: | ian@fusenet.ca | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Ian Small | | |
| Address Line 1: | 2370 Wyecroft road | | |
| Address Line 4: | Oakville, CANADA L6L 6M1 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Simply Audiobooks | | |
| Address Line 1: | 2225 Kenmore avenue | | |
| Address Line 4: | Buffalo, NEW YORK 14207 | | |

OP \$40.00 2495401

900202302

TRADEMARK
REEL: 004624 FRAME: 0630
TRADEMARK
REEL: 005941 FRAME: 0016

| | |
|---|-------------|
| NAME OF SUBMITTER: | Ian Small |
| Signature: | /Ian Small/ |
| Date: | 09/16/2011 |
| Total Attachments: 10 source=Executed Agreement GII - EO - Belsons0001#page1.tif source=Executed Agreement GII - EO - Belsons0001#page2.tif source=Executed Agreement GII - EO - Belsons0001#page3.tif source=Executed Agreement GII - EO - Belsons0001#page4.tif source=Executed Agreement GII - EO - Belsons0001#page5.tif source=Executed Agreement GII - EO - Belsons0001#page6.tif source=Executed Agreement GII - EO - Belsons0001#page7.tif source=Executed Agreement GII - EO - Belsons0001#page8.tif source=Executed Agreement GII - EO - Belsons0001#page9.tif source=Executed Agreement GII - EO - Belsons0001#page10.tif | |

DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

THIS DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made on August 2, 2011 ("Effective Date") by and between on the one part Eclectic Odyssey, Inc., a California Corporation with a principal place of business at 316 Avenida Atezada, Redondo Beach, CA, 90277 ("Eclectic Odyssey") and James R. Belson, an individual with an address at 316 Avenida Atezada, Redondo Beach, CA, 90277 United States of America ("BELSON") (collectively "ASSIGNOR"), and on the second part Grabsoid International Inc., a Barbadian Corporation with registered address at L'Horizon, Gunsite Road, Brittons Hill, St. Michael, Barbados ("ASSIGNEE");

WHEREAS, ASSIGNOR registered the domain name "Audiobooks.com" ("the Domain Name") with Network Solutions, Inc. (also known as NSI)(hereinafter "NSI") and the details of said registration are described in Exhibit A; and

WHEREAS, ASSIGNOR is the owner of U.S. Reg. No. 2495401 for the trademark AUDIOBOOKS.com & Design ("Mark") and the details of said registration are described in Exhibit B; and

WHEREAS, ASSIGNOR desires to sell, convey, transfer, assign, deliver, and contribute to ASSIGNEE all of his right, title, and interest in and to the Domain Name and the Mark (collectively "Assets").

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:


1. **ASSIGNMENT OF DOMAIN NAME AND MARK:** Subject to the terms and conditions set forth in this Agreement, ASSIGNOR agrees to sell, convey, quitclaim, transfer, assign, deliver, and contribute to ASSIGNEE all of ASSIGNOR'S world-wide rights, title, and interest of whatever kind in and to the Domain Name and Mark, together with (1) any and all world-wide trademark and trade name rights, including all trademark rights, if any, to the mark "AudioBooks.com & Design," (2) any and all goodwill associated with the Domain Name; (3) all rights to sue for past, present, and future infringements or misappropriations of the Domain Name and Mark.

2. **CLOSING DATE.** The Closing shall be effective upon ASSIGNOR providing the user name and password to the domain name account at NSI or upon confirmation that the Domain Name has been registered to ASSIGNEE, or upon the whois at whois.sc indicating that the contact information has been changed to Audiobooks@incip.com (the "Closing Date"). ASSIGNOR and ASSIGNEE shall use their best efforts to complete the transfer prior to September 1, 2011.

3. **PURCHASE PRICE AND PAYMENT.** The agreed purchase price for the Assets is \$850,000 USD (the "Purchase Price"), payable in three installments. ASSIGNOR acknowledges receipt of a first installment in the sum of \$50,000 USD, received on or about July 5, 2011.

The remaining two installments of the Purchase Price are due and payable as follows:

1. \$650,000 USD on the Effective Date of this Agreement; and



2. \$150,000 USD on September 1, 2011.

Payment of the Purchase Price will be made to ASSIGNOR by wire transfer to the following account:

Wire Routing Transit Number: (RTN/ABA) 121000248
Bank Name: Wells Fargo Bank
Branch Address: 1701 South Elena Avenue
Redondo Beach, CA 90277
Branch Contact: Carlos Terrell - Bus Banking Mgr 310-510-0043
Beneficiary Account Number: 0288865363
Beneficiary Account Name: Eclectic Odyssey dba Audiobooks.com
Swift Code: WFBUS66

3. ASSIGNEE has the option to pay installments two and three, as noted in 3.1 and 3.2 above, or to include installment three with installment two for a total of \$800,000 USD. In the event that ASSIGNEE elects to pay installments two and three as noted in 3.1 and 3.2 above, then only the Domain will be transferred upon receipt of installment two and the Mark will be transferred upon receipt of installment three. If ASSIGNEE pays a total of \$800,000 USD in installment two then both the Domain and the Mark will be simultaneously transferred.

4. E-MAIL ACCOUNT FOR ASSIGNOR. For a period of at least six months after the Closing Date, ASSIGNEE agrees to provide ASSIGNOR with a POP-3 Mail Account for "info@AudioBooks.com" (or a reasonable number of other names requested by ASSIGNOR) to allow ASSIGNOR to continue to receive email after the transfer of the Domain Name.

5. CLOSING

a. ASSIGNOR'S OBLIGATIONS PRIOR TO CLOSING.

(1) Delivery of Assignments properly executed and acknowledged by ASSIGNOR as required by this Agreement;

(2) ASSIGNOR, at any time before or after the Closing Date, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, reasonably requested by ASSIGNEE, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by ASSIGNEE for the purpose of assigning, transferring, granting, conveying, and confirming to ASSIGNEE, or reducing to possession, any or all property to be conveyed and transferred under this Agreement, including any documents to be filed by ASSIGNEE, in its sole discretion, with the U.S. Patent and Trademark Office or with any foreign trademark offices. If requested by ASSIGNEE, ASSIGNOR further agrees to prosecute or otherwise enforce in its own name for the benefit of ASSIGNEE any claims, rights, or benefits that are transferred to ASSIGNEE under this Agreement and that require prosecution or enforcement in ASSIGNOR'S name. Any prosecution or enforcement of claims, rights, or benefits under this paragraph shall be solely at ASSIGNEE'S expense, including expenses, costs, compensation for time (at ASSIGNOR'S then current rates), liabilities, damages and fees (including without limitation, attorneys fees) that ASSIGNOR may incur in undertaking the obligations set forth in this



paragraph, unless the prosecution or enforcement is made necessary by a breach of this Agreement by the ASSIGNOR.

6. **ASSIGNOR'S INDEMNITY.** ASSIGNOR shall, indemnify, defend, and hold harmless ASSIGNEE against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that ASSIGNEE shall incur or suffer, that arise, result from, or relate to any breach of, or failure by ASSIGNOR to perform, any of their representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by ASSIGNOR under this Agreement.

7. **ASSIGNEE'S INDEMNITY.** ASSIGNEE shall, indemnify, defend, and hold harmless ASSIGNOR against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that ASSIGNOR shall incur or suffer, that arise, result from, or relate to any breach of, or failure by ASSIGNEE to perform, any of their representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by ASSIGNEE under this Agreement.

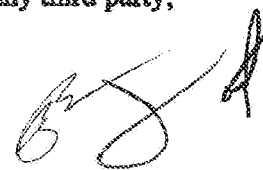
8. **COSTS.**

a. **FINDER'S OR BROKER'S FEES.** Each party represents that it has dealt with no broker or finder in connection with any transaction contemplated by this Agreement and that no fees of any kind are due to any third party for the transfer of the Domain Name and TRADEMARK.

b. **EXPENSES.** All third party costs and expenses required to complete the Domain Name transfer from NSI shall be paid by ASSIGNEE. ASSIGNOR and ASSIGNEE shall be responsible for their own legal and/or professional costs related to the review of this Agreement.

9. **WARRANTY:** All representations made by ASSIGNOR in this Agreement shall be true and correct as of the execution of this Agreement with a continuing obligation to notify ASSIGNEE of any claims until the Domain Name has been officially transferred to ASSIGNEE. ASSIGNOR further warrants to ASSIGNEE the following:

- a. ASSIGNOR has good and marketable title to the Domain Name;
- b. ASSIGNOR has the right, power, and legal capacity to enter into, and perform his obligations under this Agreement and no approvals or consents of any other persons are necessary;
- c. ASSIGNOR has not entered into any other agreement of any kind relating to the Domain Name or Trademark with any third party;
- d. ASSIGNOR has not granted any rights to the Domain Name to any third party;



e. ASSIGNOR is not aware of any claims by any third party relating to the use of the Domain Name;

f. ASSIGNOR has the authority to enter into this Agreement;

g. ASSIGNOR has not received any notice, nor is he aware of any pending litigation or other conflicts, disputes or proceedings relating to the Domain Name;

h. ASSIGNOR acknowledges that he shall not own any rights of whatsoever nature in the Domain Name and Trademark after the Closing Date, and that all use of the Domain Name and Trademark shall inure to the benefit of ASSIGNEE;

i. ASSIGNOR acknowledges the validity of ASSIGNEE'S title and agrees that ASSIGNOR shall not, directly or indirectly, attack the ownership by ASSIGNEE of the Domain Name or the validity thereof or attack the validity of the Assignment herein.

10. WARRANTY REGARDING TRADEMARK. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER REGARDING THE TRADEMARK AUDIOBOOKS APART FROM THE REGISTRATION, WHETHER EXPRESS OR IMPLIED. ASSIGNOR IS NOT AWARE OF ANY CLAIMS BY THIRD PARTIES IN RELATION TO THE USE OF THE TRADEMARK. ASSIGNOR HAS NOT GRANTED ANY RIGHTS TO THE TRADEMARK TO ANY THIRD PARTY. ASSIGNOR HAS NOT RECEIVED ANY NOTICE OR IS AWARE OF ANY PENDING LITIGATION OR OTHER CONFLICTS, DISPUTES, OR PROCEEDINGS RELATING TO THE TRADEMARK.

11. GENERAL PROVISIONS:

a. **BINDING EFFECT:** This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

b. **AGREEMENT CONFIDENTIAL:** This Agreement and the contents hereof constitute a confidential Agreement between the parties. Each party acknowledges that significant damage could be done to the other party should the terms of this Agreement become public knowledge. Both parties agree that they are permitted to acknowledge the existence of the Agreement, but no party shall divulge, directly or indirectly, for broadcast, media, or otherwise, the specific information or any of the terms and conditions contained or relating to this Agreement.

c. **GOVERNING LAW AND JURISDICTION.** This Agreement is made within the state of California, United States of America. By entering into this Agreement, the parties agree that all matters relating to the Domain Name and this Agreement shall be governed by the statutes and laws of the state of California and the laws of the United States of America, without regard to the conflicts of laws principles thereof. The parties also agree and hereby irrevocably submit to the exclusive personal jurisdiction and venue of the federal and state courts of the state of California with respect to such matters, regardless of whether such parties are doing or ever have done business in the state of California.



d. **SEVERABILITY.** If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

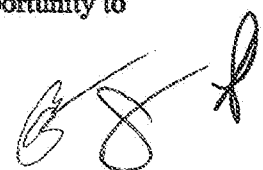
e. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed an original as to the party to be charged therewith. Faxed or emailed pdf counterparts shall be accepted as originals. The parties shall exchange fax or emailed pdf counterparts as soon as both parties have executed this Agreement with original counterparts to be sent by mail to the other party, except that failure of a party to receive a mailed counterpart will not affect the validity of a faxed or emailed pdf counterpart.

f. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns, affiliates, representatives, agents, officers, directors, employees, and personal representatives.

g. **SPECIFIC PERFORMANCE AND WAIVER OF RESCISSION RIGHTS.** Each party's obligation under this Agreement is unique. If either party should default in his or its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by the parties of any of his respective representations, warranties, covenants, or agreements under this Agreement, once this Agreement has been fully executed by both parties, the parties waive any rights that he or it may have to rescind this Agreement or the transaction consummated by him or it; provided, however, that this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law.

h. **ATTORNEY'S FEES:** If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees costs and expenses incurred in good faith in bringing any such action and/or enforcing any judgment thereon, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees, costs and expenses actually incurred in enforcing such judgment. For the purposes of this section, attorneys' fees shall include, without limitation, attorneys' fees, paralegal fees, costs and expenses incurred in good faith (regardless of the size of the judgment) incurred in the following: (1) Post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy proceedings.

i. **CONSTRUCTION:** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this document and had the opportunity to



obtain counsel and have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice-versa.

j. NOTICES: Except as otherwise required by law, all notices, approvals, acceptances, demands or other communications required or permitted to be given by either party to the other hereunder, to be effective shall be in writing and shall be delivered in person by hand, by prepaid delivery via a reputable and reliable national and international overnight courier (such as FedEx or UPS) or by certified mail service (postage prepaid, return receipt requested) to the party or parties to whom the notice is directed as follows:

ASSIGNEE

Graboid International Inc.
L'Horizon, Gunsite Road, Brittons Hill
St. Michael. BB14027
Barbados

ASSIGNOR:

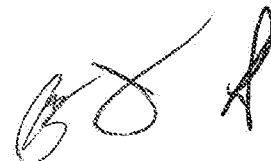
Kurt Koenig
Attorney At Law
920 Garden Street
Santa Barbara, CA 93101
Email: AudioBooks@incip.com

Any written communication given by hand shall be deemed delivered on the date of delivery, any written communication given by mail shall be deemed delivered 5 business days after such mailing date, and any written communication by overnight courier shall be deemed delivered 2 days after deposit with said courier.

k. INDEPENDENT COUNSEL. Each party has participated in the review of this Agreement and had the opportunity to obtain counsel and have their counsel review this Agreement.

l. AUTHORITY. The individual executing this Agreement on behalf of Graboid International Inc. represents and warrants that he/she is an officer of Graboid International Inc., is duly authorized to execute this Agreement on behalf of ASSIGNEE and that ASSIGNEE has expressly instructed him/her to sign this Agreement.

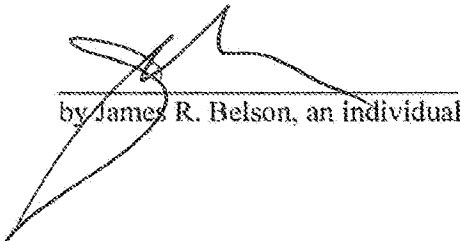
m. ENTIRE AGREEMENT: This Agreement together with any attachments and exhibits constitutes the entire agreement between the parties and supersedes all prior statements, representations, warranties, promises, covenants, understandings, and agreements, either oral or written, on the subject matter of this agreement. This Agreement may be altered, modified or amended only by an instrument in writing that refers to this Agreement and is signed by all parties to be charged.



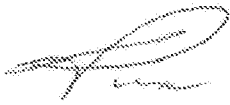
IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment and ASSIGNEE has accepted said Assignment, as of the Effective Date.

JAMES R. BELSON

Graboid International Inc.



by James R. Belson, an individual



by Steven Parker, President
Title: President

ECLECTIC ODYSSEY, INC.



by Antoinette M. Belson, President

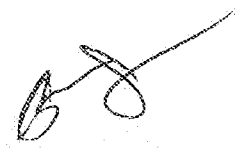


Exhibit "A"
ASSETS

| Domain Name | Registrar | Registrant |
|----------------|-----------------------|-----------------|
| Audiobooks.com | Network Solutions LLC | James R. Nelson |

| Service Mark | Registration Number # | Jurisdiction | Registrant |
|---|-----------------------|--------------|---|
| AUDIOBOOKS.COM (word and device mark as depicted below) | 2495401 | USA | Eclectic Odyssey DBA Audiobooks.com CORPORATION |

