

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adknowledge EN, Inc.		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eightpoint Technologies, Ltd.		
Street Address:	774 Mays Blvd.		
Internal Address:	#10-456		
City:	Incline Village		
State/Country:	NEVADA		
Postal Code:	89451		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3657510	QUIBBLO	
Registration Number:	3657511	QUIBBLO	
CORRESPONDENCE DATA			
Fax Number:	9185743007		
<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:	9185743007		
Email:	rachel.blue@mcafeetaft.com		
Correspondent Name:	Rachel Blue		
Address Line 1:	Two West Second Street		
Address Line 2:	Suite 1100		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	21336.5 and 6		
NAME OF SUBMITTER:	Rachel Blue		
SIGNATURE:	/RachelBlue/		
DATE SIGNED:	10/06/2017		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into as of September 21, 2016, by and among Adknowledge, Inc., a Delaware corporation (“**Parent**”), Adknowledge EN, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“**Seller Sub**”) and together with Parent, the “**Seller**”), Spigot, Inc., a Nevada corporation (“**Spigot**”), Polarity Technologies Ltd, a Cyprus company (“**Polarity**”) and Eightpoint Technologies Ltd., a Cayman Islands exempted company (“**Eightpoint**” and, collectively with Spigot and Polarity, the “**Buyer**”). Each of the parties named above may be referred to herein as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in Article VII below.

RECITALS

WHEREAS, the Seller is engaged in the business of developing, selling and licensing certain advertisement performance technology under its two business lines referred to as “Desktop Apps” (as currently conducted, the “**Acquired Desktop Apps Business**”) and “AdBistro” (as currently conducted, the “**Acquired AdBistro Business**” and, together with the Acquired Desktop Apps Business, the “**Acquired Business**”); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Seller desires to sell to the Buyer, and the Buyer desires to acquire from the Seller, the Acquired Business and, in connection therewith, the Buyer is willing to assume certain liabilities and obligations of the Seller relating thereto, each as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

Section 1.1 Purchased Assets and Excluded Assets.

(a) Purchased Assets. On the Closing Date, on the terms and subject to the conditions hereof and in consideration of the Purchase Price (as defined below) to be paid to the Seller by the Buyer, the Buyer will purchase, acquire, accept and pay for the Purchased Assets and assume the Assumed Liabilities (as defined below), and the Seller will sell, convey, assign, transfer and deliver to the Buyer all of the Seller’s right, title and interest as of the Closing Date in and to the Purchased Assets (as defined below); provided, subject to Section 8.17, the allocation of the Purchased Assets to each Buyer Entity will be as set forth in the applicable Bill of Sale (as defined below) and/or the Assignment of Intellectual Property (as defined below); provided, further, in the event that any Purchased Assets or Assumed Liabilities are not allocated among the Buyer Entities in the Bill of Sale, Assignment of Intellectual Property or Assumption Agreement, as applicable, such Purchased Assets or Assumed Liabilities shall be deemed to be allocated to Polarity, unless otherwise agreed to by the Buyer Entities. “**Purchased Assets**” shall mean all of

the Seller's right, title and interest as of the Closing Date in and to all the assets, properties and rights, whether tangible, intangible or mixed and wherever located, used exclusively in the Acquired Business (other than the Excluded Assets), as they exist at the time of the Closing, in each case free and clear of all Liens other than Permitted Liens, and including, without limitation, the following (to the extent used exclusively in the Acquired Business, unless otherwise specified):

(i) all assets recorded or reflected on the Balance Sheet (including assets such as Contracts to which no value was attributed);

(ii) all assets acquired by any Seller Entity since the date of the Balance Sheet which, had they been held by such Seller Entity on such date, would have been recorded or reflected on the Balance Sheet (including assets such as Contracts to which no value would have been attributed);

(iii) all assets that would be recorded or reflected on a balance sheet of the Acquired Business as of the Closing Date prepared in accordance with GAAP;

(iv) all Intellectual Property used exclusively in the Acquired Business (the "**Acquired Intellectual Property**"), including, without limitation, the Intellectual Property listed in Schedule 1.1(a)(iv);

(v) all Tangible Personal Property, including, without limitation, the Tangible Personal Property listed in Schedule 1.1(a)(v) (the "**Acquired Tangible Personal Property**");

(vi) all Contracts and business arrangements, including, without limitation, Insertion Orders and confidentiality, customer and service agreements, to which any Seller Entity is a party or by which any Seller Entity is bound and that relate exclusively to the Acquired Business, but not including the Excluded Contracts (collectively, the "**Assigned Contracts**"), including, without limitation, each Contract listed on Schedule 1.1(a)(vi);

(vii) all Licenses and Permits (collectively, the "**Acquired Licenses and Permits**"), including, without limitation, the Material Licenses and Permits listed on Schedule 3.18;

(viii) all outstanding sales orders for saleable products or services of the Acquired Business;

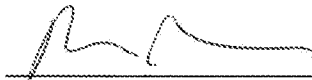
(ix) Intentionally Omitted;

(x) the prepaid utilities, prepaid rents, prepaid costs and expenses, advance payments and other prepayments, security deposits and other deposits, prepaid property Taxes and other similar assets and amounts related exclusively to the Acquired Business paid by or on behalf of any Seller Entity;

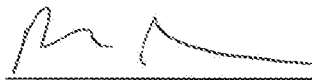
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above by their respective officers thereunto duly authorized.

SELLER ENTITIES:

ADKNOWLEDGE, INC.,
a Delaware corporation

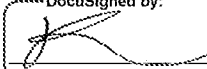
By: 
Name: Marco Ilardi
Title: President

ADKNOWLEDGE EN, INC.,
a Delaware corporation

By: 
Name: Marco Ilardi
Title: Authorized Representative

BUYER ENTITIES:

SPIGOT, INC.,
a Nevada corporation

By: 
Name: Ryan Stephens
Title: President

POLARITY TECHNOLOGIES LTD
a Cyprus company

By: _____
Name: _____
Title: _____

EIGHTPOINT TECHNOLOGIES LTD.
a Cayman Islands exempted company

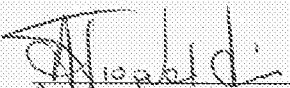
By: _____
Name: _____
Title: _____

BUYER ENTITIES:

SPIGOT, INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

POLARITY TECHNOLOGIES LTD
a Cyprus company

By:  _____
Name: Andrea Zordevani
Title: Director

EIGHTPOINT TECHNOLOGIES LTD.
a Cayman Islands exempted company

By: _____
Name: _____
Title: _____

BUYER ENTITIES:

SPIGOT, INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

POLARITY TECHNOLOGIES LTD,
a Cyprus company

By: _____
Name: _____
Title: _____

EIGHTPOINT TECHNOLOGIES LTD.,
a Cayman Islands exempted company

By: _____
Name: XINGAN YU
Title: Director

Schedule 1.1(a)(iv)

Acquired Intellectual Property

Issued Patent

U.S. Patent No. 9159086, granted 10/13/2015.

Patent Application

U.S. Patent Application No. 14/564,444, filed 12/9/2014.

Registered Trademarks

MARK	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
QUIBBLO (Stylized Letters)	U.S.	77647998	1/13/2009	3657510	7/21/2009
QUIBBLO (word)	U.S.	77648000	1/13/2009	3657511	7/21/2009
ADVERIFY	U.S.	86/117,908	11/13/2013	4809240	9/8/2015
ADVERIFY (and design)	U.S.	86/117,872	11/13/2013	4809239	9/8/2015
ADBISTRO	U.S.	86/148,827	12/19/2013	4693306	2/24/2015

Unregistered Trademarks

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|-------------------------------|---------------------------------|
| 1. Appfocus | 21. Easy Maps Access |
| 2. Vidbistro | 22. Easy Movies Access |
| 3. Quizrocket | 23. Easy Online Game Access |
| 4. Codenetics | 24. Easy Radio Access |
| 5. 1000 Top Recipes | 25. Easy Recipes Access |
| 6. 101 Sweets | 26. Easy Speed Test Access |
| 7. Avery New Tab | 27. Easy Sports Access |
| 8. Branded Tab | 28. Easy Television Access |
| 9. Classified List | 29. Easy Transit Guide |
| 10. Coupon Simplified | 30. Easy Video Converter Access |
| 11. Coupon Unity | 31. Easy Weather |
| 12. Daily Social Buzz | 32. Easy Weather Access |
| 13. Daily Social Buzz New Tab | 33. Email Access |
| 14. Directions Mapper | 34. Email Anytime |
| 15. Download Converter Now | 35. Email Enhanced |
| 16. Easy Bible Verse Access | 36. Email Faster |
| 17. Easy Classifieds Access | 37. Email is Easy |
| 18. Easy Current News Access | 38. Email Login |
| 19. Easy Email Access | 39. Email Login by MaxWebSearch |
| 20. Easy Interests Access | 40. Email Login Faster |
| | 41. Email Login Help |