

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449007

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Banks.com, Inc. | | 10/24/2017 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | InterSearch Tax Solutions, Inc. | | |
| Street Address: | 1480 Moraga Road, Suite C273 | | |
| City: | Moraga | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94556 | | |
| Entity Type: | Corporation: NEVADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5221034 | FILELATER | |
| 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: | 310-499-3689 | | |
| Email: | swright@remarkholdings.com | | |
| Correspondent Name: | Steven Wright | | |
| Address Line 1: | 11400 W. Olympic Blvd, Suite 400 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90064 | | |
| NAME OF SUBMITTER: | Steven Wright | | |
| SIGNATURE: | /SRW/ | | |
| DATE SIGNED: | 10/30/2017 | | |
| Total Attachments: 11 | | | |
| source=executed quitclaim transferring FileLater trademark#page1.tif | | | |
| source=executed quitclaim transferring FileLater trademark#page2.tif | | | |
| source=executed quitclaim transferring FileLater trademark#page3.tif | | | |
| source=executed quitclaim transferring FileLater trademark#page4.tif | | | |
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QUITCLAIM AGREEMENT

This Quitclaim Agreement (this "**Agreement**"), dated as of October 24, 2017, is by and between Remark Holdings, Inc., formerly known as Remark Media, Inc., a Delaware corporation ("**Remark**"), and Banks.com, Inc., a Florida corporation (together with Remark, "**Sellers**"), on the one hand, and InterSearch Tax Solutions, Inc., a Nevada corporation ("**Buyer**"), on the other hand.

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, certain assets relating to e-file tax extension filing services, upon the terms, in the manner and subject to the conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY**: The term "**Property**" shall mean all of Sellers' rights in websites and certain other assets relating to e-file tax extension filing services as set forth on **Exhibit "A"** attached hereto. For the avoidance of doubt, the "irs.com" and "banks.com" websites are not included as part of the Property. The only internet domain names included are those listed in **Appendix A**.
2. **QUITCLAIM**: Conditioned upon (a) Remark's receipt of \$122,500 (the "**Cash Purchase Price**") from Buyer within five (5) business days of the date hereof and (b) Remark's receipt of fully executed copies of (i) this Agreement, which incorporates the Agreed Terms with respect to Advertising and the Agreed Terms with respect to Profit Sharing, attached hereto as **Exhibits C and D**, respectively (collectively, the "**Agreed Advertising and Profit Sharing Terms**"); and a (ii) a promissory note in the amount of \$200,000 in the form attached hereto as **Exhibit B** (the "**Note**"), Sellers hereby irrevocably quitclaim to Buyer all of their right, title and interest throughout the universe in perpetuity in and to the Property.
3. **TRANSFER OF MATERIALS**: The parties will work together in good faith to physically and electronically transfer all materials reasonably capable of such transfer currently in Sellers' possession and constituting part of the Property to Buyer, according to Buyer's reasonable instructions, within ten (10) business days of the fulfillment of all of the conditions set forth in Section 2 above, including without limitation Remark's receipt of the Cash Purchase Price.
4. **ASSUMPTION OF OBLIGATIONS**: In consideration of all rights herein granted to Buyer, upon the effectiveness of this Agreement and from that date forward, Buyer shall (a) assume all liabilities and obligations in connection with, or relating to the ownership and use of, the Property that arise following such date including without limitation that certain Fully Managed Software Services Agreement, dated January 19, 2015, between Acomplis Limited and Remark; and (b) execute and deliver to Sellers any other agreements or documents which Sellers may hereafter reasonably request to evidence such assumption. Notwithstanding the foregoing, Buyer is not assuming any liabilities or obligations with respect to the Property incurred during or relating in any way to the period prior to the effective date of this Agreement.

5. REPRESENTATIONS AND WARRANTIES: Sellers make no representations or warranties, express or implied, with respect to the Property or this Agreement, except as follows: (a) Sellers have full legal right and authority to enter into and perform this Agreement, including without limitation the Agreed Advertising and Profit Sharing Terms; (b) Sellers have not sold, transferred or assigned the Property; (c) there are no liens or encumbrances on the Property; (d) as of the date hereof, Sellers have duly performed all of their material obligations contained in any agreements constituting a part of, or necessary for the ownership or operation of, the Property which matured prior to the date hereof, and all material sums which have accrued or are payable as of the date hereof pursuant to the provisions of such agreements have been paid; and (e) neither Sellers nor their affiliates have retained, employed or used any broker or finder in connection with the transactions contemplated hereby. Buyer represents and warrants that; (a) it has full legal right and authority to enter into and perform this Agreement, including without limitation the Agreed Advertising and Profit Sharing Terms, and the Note; (b) it will have available to it sufficient funds for the satisfaction of all of its obligations under this Agreement, including without limitation the Agreed Advertising and Profit Sharing Terms, and the Note, as and when such obligations become due; and (iii) neither it nor its affiliates have retained, employed or used any broker or finder in connection with the transactions contemplated hereby. Buyer hereby acknowledges and agrees that, except to the extent specifically set forth in this Section 5, Buyer is purchasing the Purchased Assets on an "as-is, where-is" basis.

6. INDEMNITY BY BUYER: Buyer shall defend, indemnify and otherwise hold Sellers and each of their officers, directors, employees, agents, licensees, representatives, affiliates, successors and assigns, free and harmless against any and all claims, demands, liabilities or expenses and costs (including reasonable outside attorneys' fees) arising out of or resulting from (a) any breach by Buyer of any term, condition, representation, warranty, covenant or agreement contained in this Agreement or any exhibits hereto, and (b) the use or exploitation by Buyer, or by its licensees and assigns, of the Property.

7. INDEMNITY BY SELLERS: Sellers shall defend, indemnify and otherwise hold Buyer, its officers, directors, employees, agents, licensees, representatives, affiliates, successors and assigns, free and harmless against any and all claims, demands, liabilities, judgments, losses, damages or expenses and costs (including reasonable outside attorneys' fees) arising out of or resulting from any breach by Sellers of any term, condition, representation, warranty, covenant or agreement contained in this Agreement or any exhibits hereto.

8. TERMINATION: Sellers and Buyer hereby agree that if the conditions set forth in Section 2 hereof are not satisfied on or prior to the date that is five (5) business days from the date hereof, this Agreement shall be of no force and effect whatsoever and all right, title and interest quitclaimed hereunder shall automatically and immediately revert to Sellers without prejudice to any party's claims for breach of contract.

9. OTHER DOCUMENTATION: The parties hereto agree to sign and deliver to each other such further documents as may be reasonably required to carry out and effectuate the purposes and intent of this Agreement.

10. PUBLIC ANNOUNCEMENT: None of the parties will issue any press release relating to the transactions contemplated by this Agreement without the prior written consent of the other parties.

11. NOTICES: Notices hereunder shall be in writing and shall be sent to the addresses set forth below (subject to changes of which the parties are properly notified). Notices shall be given by personal delivery, courier or by registered or certified mail (postage prepaid). Notices shall be deemed given on the date delivered by hand delivery, or on the date sent by courier. Notices shall be deemed given 48 hours after the date they are mailed.

Buyer

InterSearch Tax Solutions, Inc.
1480 Moraga Road; Suite C273
Moraga, CA 94556
Attention: Daniel O'Donnell

Sellers

Banks.com, Inc.
c/o Remark Holdings Inc.
3960 Howard Hughes Parkway, Suite 900
Las Vegas, NV 89169
Attention: Douglas Osrow, CFO

12. ENTIRE AGREEMENT: This Agreement and the exhibits attached hereto contain the entire understanding of the parties hereto and replace any and all former agreements, understandings and representations, and contains all of the terms, conditions, understandings and promises of the parties hereto, relating in any way to the subject hereof. This Agreement may not be modified except by a document signed by both parties.

13. BINDING: This Agreement shall be binding upon and shall inure to the benefit of all parties hereto and their respective successors and assigns. All prior negotiations, agreements and writings pertaining to the subject matter hereof are merged herein.

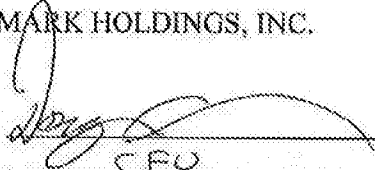
14. GOVERNING LAW: This Agreement shall be construed and interpreted pursuant to the laws of the State of Nevada applicable to agreements entered into and to be performed therein. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State Courts in Las Vegas, Nevada. Each of the parties hereby submits to the exclusive jurisdiction and venue of said courts and waives its rights to have disputes arising out of this Agreement adjudicated in any other forum.

15. ASSIGNMENT: Until (i) the Note is fully paid, and (ii) all sums owed to Remark under the Agreed Advertising and Profit Sharing Terms have been paid, Buyer shall not assign or transfer this Agreement, or any rights in any portion of the Property, to a third party without Sellers' prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Quitclaim Agreement as of the day and year first written above.

(SELLERS)

REMARK HOLDINGS, INC.

By: 
Its: CFO

BANKS.COM, INC.

By: 
Its: CFO

(BUYER)

ACCEPTED AND AGREED TO:

INTERSEARCH TAX SOLUTIONS, INC.

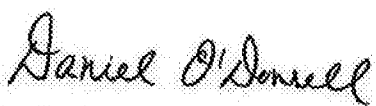
By: 
Its: President

Exhibit A

THE PROPERTY

The parties acknowledge that certain materials directly related to ownership and use of the Property, including without limitation certain source code, may be in the possession of third parties, and it is agreed that Sellers will transfer their rights therein to Buyer hereunder, but that Buyer shall itself be solely responsible for retrieving and utilizing the same.

- E-File Platform operating under extend.filelater.com and efile.taxextension.com (which the parties acknowledge is in the possession of a third party), consisting of source code including the MeF XML based engine, databases, server logs and all other digital artefacts related to the operation of the E-File tax extension business.
- Trademarked name "FileLater"
- All internet domain names listed in Appendix A below and all associated content currently published on those domains
- FileLater YouTube Channel including all content currently displayed
- @filelater, @taxextension and @taxextensioncom Twitter accounts including all content currently displayed
- FileLater.com and TaxExtension.com Facebook pages including all content currently displayed
- Google Analytics Accounts for FileLater.com and TaxExtension.com
- Toll free number: 877-500-5858 hosted at Grasshopper.com
- Customer Support Infrastructure
 - real-time chat tool account at ProvideSupport.com
 - all email support accounts
 - ConstantContact.com Email Marketing Account

Appendix A

7004form.com
businesstaxextensions.com
e-fileextension.com
easytaxreturns.com
efile7004.com
efileform4868.com
efileform7004.com
efilelater.com

file4868.com
file7004.com
filelater.biz
filelater.com
filelater.info
filelater.mobi
filelater.net
filelater.org
filetaxextensiononline.com
freetaxextension.net
irs4868.com
irs7004.com
irs940.com
irsform4868.com
irsform7004.com
onlinetaxextension.com
taxextension.com
taxextension.org
taxextensions.com
taxextensionsupport.com
taxextention.info
taxextention.net
taxextention.org
TAXEXTENSIONMAP.COM
TAXEXTENSIONWORLD.COM

Exhibit B

FORM OF NOTE

PROMISSORY NOTE

\$200,000

October 24, 2017

FOR VALUE RECEIVED, Intersearch Tax Solutions, Inc., a Nevada corporation (the "Maker"), hereby promises to pay to the order of Remark Holdings, Inc., a Delaware corporation ("Payee"), the principal sum of \$200,000, pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (this "Note") and any accrued but unpaid interest shall be due and payable in two instalments: one payment of \$100,000, plus all accrued and unpaid interest, on April 30, 2018; and one payment of \$100,000, plus all accrued and unpaid interest, on April 30, 2019. All payments under this Note shall be applied first to accrued but unpaid interest, and next to outstanding principal. If not sooner paid, the entire remaining indebtedness (including accrued interest) shall be due and payable on April 30, 2019.

INTEREST. This Note shall bear interest, compounded annually, at five (5) percent; provided that amounts not timely paid will be charged an increased interest rate of twelve (12) percent, compounded annually, beginning the day payment was due and ending when payment is made.

PREPAYMENT. The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty; provided that any prepayment hereunder will not affect Payee's rights with respect to profit sharing for the 2018 and/or 2019 calendar years under Exhibit D to that certain Quitclaim Agreement entered into among the parties hereto and Banks.com, Inc. as of even date herewith (the "Quitclaim Agreement").

SECURITY. This Note shall be secured under the following:

We, the Maker, agree to provide the assets transferred under the Quitclaim Agreement, referred to as the "Security", which shall transfer to the possession and ownership of the Payee immediately if this Note shall be in default. This Security may not be sold or transferred without Payee's consent until this Note is paid in full and Maker's obligations hereunder have been fully satisfied. If Maker breaches this provision, Payee may declare all sums owed under this Note immediately due and payable, unless prohibited by applicable law.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

(a) Maker's failure to pay any part of the principal or interest as and when due under this Note; or

(b) Maker's becoming insolvent or not paying its debts as they become due.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare all sums owed under this Note immediately due and payable.

WAIVERS BY MAKER. All parties to this Note including the Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

ATTORNEY'S FEES AND COSTS. Maker shall pay all costs incurred by Payee in collecting the sums due under this Note after an Event of Acceleration, including reasonable attorney's fees. If Payee or Maker sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Nevada.

SUCCESSORS. All of the foregoing is the promise of the Maker and shall bind the Maker and the Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Payee.

IN WITNESS WHEREOF, the parties hereto have executed this Promissory Note as of the day and year first above written.

REMARK HOLDINGS, INC. (PAYEE)



INTERSEARCH TAX SOLUTIONS, INC. (MAKER)

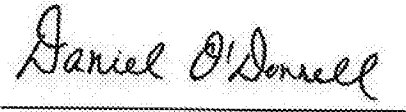


Exhibit C

AGREED TERMS WITH RESPECT TO ADVERTISING

Buyer agrees to pay to Remark 25% of the tax extension revenue generated by hyperlinks described in this Exhibit C that are pointed to any of the domain names set forth in Appendix A and Sellers agree to the following:

(i) to place a "File a Business Tax Extension" hyperlink on the IRS.com home page. Such link shall be prominently displayed above the fold from 12:01AM EST on March 10, 2018 through 11:59PM EDT on March 16, 2018 AND from 12:01AM EST on March 10, 2018 through 11:59PM EDT on March 16, 2018;

(ii) to place a "File a Tax Extension" hyperlink on the IRS.com home page. Such link shall be prominently displayed above the fold from 12:01AM EDT April 12, 2018 through 11:59PM EDT on April 19, 2018 AND from 12:01AM EDT on April 10, 2019 through 11:59PM EDT on April 17, 2019;

(iii) to retain all existing tax extension articles on IRS.com in perpetuity and allow buyer to edit those articles, which editing may include hyperlinks to one or more of the domain names listed under the "Purchased Assets" set forth in Exhibit A; and

(iv) to publish six (6) new tax extension related articles per year on IRS.com that Buyer will provide to the Sellers, which may include hyperlinks to one or more of the domain names listed under the "Purchased Assets" set forth in Exhibit A.

Sellers will comply with the terms above for as long as Sellers own and control the content delivery on IRS.com. If Sellers sell IRS.com or otherwise dispose of, outsource and/or give up control of the content and revenue management of the site to another entity, not affiliated with Sellers, Sellers will no longer be obligated to comply with the terms above and Buyer will no longer be obligated to comply with the terms described in Exhibit D, Agreed Terms with Respect to Profit Sharing, from that date forward.

Exhibit D

AGREED TERMS WITH RESPECT TO PROFIT SHARING

Buyer agrees to pay to Remark 35% of the Gross Profits generated from, related to or in connection with the Property in excess of \$300,000 for each calendar year (beginning with the 2018 calendar year) for a term as provided below.

For purposes of the above obligations, "Gross Profits" shall be defined as total revenue minus any direct traffic acquisition costs incurred to generate that revenue.

The agreement set forth in this Exhibit D will remain in full force and effect, and the Buyer will be obligated under the terms hereof, for each calendar year until and including the calendar year in which full payment of all amounts owed to Sellers under the Note have been made, provided that Buyer has not materially breached its obligations set forth in Exhibit C and failed to cure such breach within 30 days of its receipt of written notification of the same from Sellers. By way of example, if the Note is paid off in full at any time in 2019, the profit sharing described above will apply for the full 2018 and 2019 calendar years.