

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MarketMeSuite, Ltd.		09/26/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TBC Holdings I, Inc.		
Street Address:	160 Inverness Drive West, Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4483595	MARKETMESUITE	
Registration Number:	4483596	INBOX FOR SOCIAL	
Registration Number:	4483597	SMART INBOX	
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:	303.473.2703		
Email:	docket@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Tracy B. Gray, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	78346.0001		
NAME OF SUBMITTER:	Tracy B. Gray		
SIGNATURE:	/Tracy B. Gray/		
DATE SIGNED:	05/13/2019		
Total Attachments: 7			

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

dated as of

September 26, 2014

by and among

TBC Holdings I, Inc.

and

MarketMeSuite, Ltd.

**TRADEMARK
REEL: 006644 FRAME: 0021**

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of September 26, 2014 by and among TBC Holdings I, Inc., a Delaware corporation ("Buyer") and MarketMeSuite, Ltd., a Delaware corporation ("Seller" or the "Company").

RECITALS

WHEREAS, Seller is currently conducting the Business; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, all of the Assets, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Certain Definitions. In this Agreement, the following terms have the meanings set forth below.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Affiliate" with respect to any specified Person, means a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

"Agreement" has the meaning set forth in the first paragraph hereof.

"Allocation" has the meaning set forth in Section 2.3.

"Assets" means the Business and all properties, assets and rights of every kind, nature and description whatsoever whether tangible or intangible, real, personal or mixed, fixed or contingent, choate or inchoate, known or unknown, wherever located (including accounts receivable, inventory, equipment, office furniture and furnishings, trade names, trademarks and patents, securities, contracts, agreements and licenses) of Seller.

(n) any agreement, whether oral or written, fixed or contingent, by Seller to do any of the foregoing (other than this Agreement).

Section 4.13 Undisclosed Liabilities. Except as set forth in Schedule 4.13, Seller has no Liability (and, to the Knowledge of Seller, there is no basis for any present or future Proceeding against Seller giving rise to any Liability), other than (a) Liabilities set forth on the face of the Reference Balance Sheet (rather than the notes thereto) (b) Liabilities incurred in the ordinary course of business consistent with past practice subsequent to December 31, 2013 (none of which is a Liability for breach of contract, tort, infringement, violation of law, claim or lawsuit or breach of warranty), and (c) obligations under Contracts disclosed on Schedule 4.21 of the Disclosure Schedules or that are not required hereunder to be disclosed therein (none of which is a Liability for breach of contract).

Section 4.14 Intellectual Property.

(a) All Intellectual Property that is used in the Business and/or in any service, product, technology or process (i) currently being used, manufactured, published, marketed, distributed or sold by Seller or (ii) currently under development for possible future manufacturing, publication, marketing, distribution, sale or other use by Seller, or used internally by Seller, is hereinafter referred to as the "Seller Intellectual Property." The Seller Intellectual Property is either (i) owned, solely and exclusively, by Seller or (ii) rightfully used by Seller pursuant to a valid and enforceable license or other similar Contract (the "Seller Licensed Intellectual Property"), in each case, free and clear of all Encumbrances.

(b) Schedule Section 4.14(b) of the Disclosure Schedules contains a true and complete list of the Seller Intellectual Property of a type enumerated in clauses (a) through (d) of the definition of Intellectual Property. All such Seller Intellectual Property is valid, enforceable, unexpired and in full force and effect, and all of the fees and filings due as of the Closing Date with respect thereto have been or will be duly made. Schedule Section 4.14(b) of the Disclosure Schedules contains a true and complete list of all licenses, sublicenses, Contracts and instruments involving Intellectual Property to which Seller is a party or otherwise bound, including, without limitation (i) all licenses and other agreements pursuant to which third parties are authorized to have access to, or use of, the Seller Intellectual Property or to exercise any other right with regard thereto and (ii) all licenses and other agreements pursuant to which Seller or any of its Affiliates has been granted a license to Seller Licensed Intellectual Property (other than license agreements for standard "shrink wrapped, off-the-shelf" third party software) (collectively, "Intellectual Property Licenses").

(c) Seller owns, or has all rights in the Seller Intellectual Property necessary to carry out the Business as currently conducted including, to the extent required to carry out such activities, rights to make, use, reproduce, modify, adopt, create derivative works based on, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent and lease and, other than with respect to the Seller Licensed Intellectual Property, assign and sell the Seller Intellectual Property. The Seller Intellectual Property constitutes all Intellectual Property which is necessary in order to conduct the Business.

(d) The Business as currently conducted and the reproduction, manufacturing, distribution, licensing, sublicensing, sale or any other exercise of rights in any Seller Intellectual Property as engaged in by Seller does not infringe on any Intellectual Property of any Person anywhere in the world. No claims (i) challenging the validity, effectiveness, enforceability or, other than with respect to the Seller Licensed Intellectual Property, ownership by Seller of any Seller Intellectual Property or (ii) to the effect that the use, distribution, licensing, sublicensing, sale or any other exercise of rights in the Seller Intellectual Property by Seller or its respective agents or use by its respective customers infringes or will infringe any Intellectual Property of any Person, have been asserted or, are, to the Knowledge of Seller, threatened by any Person, and Seller has no Knowledge of the existence of any facts which could reasonably support such a claim. To the Knowledge of Seller, there is no unauthorized use, infringement or misappropriation of any Seller Intellectual Property by any third party, employee, former employee or contract worker.

(e) Seller is not, nor as a result of the execution or delivery of this Agreement or the performance of Seller's obligations hereunder, will be in breach or violation of any Intellectual Property License, nor, to Seller's Knowledge, is any other party to any such Intellectual Property License in breach or violation thereof.

(f) Neither the execution or delivery of this Agreement, nor the performance of Seller's obligations hereunder, will cause termination, forfeiture or material diminution of Seller's rights in, or require the consent of any third party in respect of, any Seller Intellectual Property.

(g) Seller owes no royalties or other payments to third parties in respect of the Seller Intellectual Property.

(h) Seller has implemented commercially reasonable steps for the physical and electronic protection of the Seller Intellectual Property from unauthorized disclosure, use or modification. To the Knowledge of Seller, there has never been a breach of security involving such information assets.

(i) All personally identifiable information used by or in the possession of Seller has been collected, stored, maintained and used in accordance with all applicable Legal Requirements including Seller's (or its customers') applicable privacy policies.

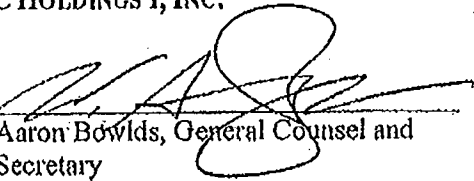
(j) Neither Seller nor any Affiliate of Seller has granted to any Person an exclusive license or equivalent right with respect to any of the Seller Intellectual Property, or assigned or conveyed to any Person any ownership interest (including joint ownership rights) therein, and no third party owns or holds any such right, license or interest.

(k) No current or former employee, consultant or contractor has asserted any claim of ownership in or to any Intellectual Property, and to the Knowledge of Seller, none is threatened. To the Knowledge of Seller, no officer or employee of Seller has disclosed any of Seller's trade secrets, know-how or other material confidential or proprietary information to any third party, unless such disclosure was in the ordinary course of business and the recipient of such information was under an appropriate obligation of confidentiality.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

TBC HOLDINGS I, INC.

By: 
W. Aaron Bowlds, General Counsel and
Secretary

SELLER:

MARKETME SUITE, LTD

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

TBC HOLDINGS I, INC.

By: _____
Aaron Bowlds, General Counsel and
Secretary

SELLER:

MARKETMESUITE, LTD

By: _____
Name: Todd H. Wildman
Title: President

Schedule 4.14(b) – Intellectual Property

1. The following Service Marks have been registered with the USPTO:
 - a. MARKETMESUITE
 - B. INBOX FOR SOCIAL
 - C. SMART INBOX
2. The Seller has an application for registration pending with the USPTO with respect to the Service Mark SMART TIMING.
3. The source code for the MarketMeSuite Suite called Inbox for Social Service.
4. The Seller has no “in bound” licenses or other agreements in relation to Intellectual Property.

[END]