

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
RealLegal LLC		06/16/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LiveNote, Inc.		
Street Address:	221 Main Street		
Internal Address:	Suite 1250		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2643991	DEPOSPOOL	
Registration Number:	2640573	DEPOSTREAM	
Registration Number:	2640574	DEPOSUITE	
Registration Number:	2724808	NDTCA NATIONAL DIGITAL TRANSCRIPT CERTIFICATION AUTHORITY	
Registration Number:	2754937	REALLEGAL	
CORRESPONDENCE DATA			
Fax Number:	(646)223-4250		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	646-223-4272		
Email:	donna.lavardera@thomsonreuters.com		
Correspondent Name:	Donna LaVardera		
Address Line 1:	3 Times Square		
Address Line 2:	Thomson Reuters		

CH \$140.00 2643991

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Donna M. LaVardera

Signature: /DML/

Date: 04/07/2009

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

between

LIVENOTE, INC.

and

REALLEGAL, LLC

Dated as of June 16, 2005

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of June __, 2005 (the "Execution Date"), by and between LiveNote, Inc., a Delaware corporation ("Purchaser"), and RealLegal, LLC, a Delaware limited liability company (the "Company").

RECITALS

A. The Company is engaged in the business of providing both practice management and litigation technology software applications for legal professionals in a variety of industries and practice areas; and

B. The Company desires to sell to Purchaser, and Purchaser desires to acquire from the Company, certain assets used in and necessary for the operation of the Company's litigation technology division (the "Business") on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 **Purchase and Sale of Purchased Assets.** Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as defined below), the Company shall sell, transfer, convey, assign and deliver to Purchaser and Purchaser shall acquire from the Company, free and clear of any mortgage, security, interest, pledge, lien, conditional sales agreement, charge and any other encumbrance (each, an "Encumbrance") other than those imposed by Purchaser, all of the Company's right, title and interest in and to (i) the assets, properties, rights and contracts exclusively used in the operation of the Business and as set forth in this Section 1.1 below, and (ii) the Purchased Mixed Assets (as defined in Section 1.2 below) (collectively, the "Purchased Assets"), as the same shall exist on the Closing Date:

(a) all of the physical assets of the Company exclusively used in the operation of the Business, including, but not limited to, those physical assets listed on Schedule 1.1(a) attached hereto;

(b) all of the Company's right, interest and title to the Company's proprietary information and intellectual property exclusively associated with the Business, including, without limitation, all patents, patent applications and any and all other intellectual property rights in inventions, trade secrets, know how, and confidential and proprietary information, processes and designs; trademarks, trade dress, trade names and service marks and names (including the trade name "RealLegal" and the related service marks and trademarks), and registrations and applications for registration therefor, and any goodwill and going concern value associated therewith; copyrights and registrations and applications for registration therefor; and

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termination, worker's compensation claims and obligations for illness, injury, accident, or any other reason;

(g) any commissions, royalties, liabilities, or other obligations related to any sales representative or similar agreements;

(h) any loans, debts, advancements, liabilities or obligations of the Company for the benefit of any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship or other business organization, trust, union or association ("Person"); and

(i) all accounts payable of the Company.

1.6 **Consideration.** Subject to the terms and conditions set forth in this Agreement, as consideration for the Purchased Assets, Purchaser agrees to pay, or cause to be paid, to the Company an aggregate purchase price of Two Million Six Hundred Thousand Dollars (\$2,600,000) (the "Purchase Price"), payable at the Closing in cash.

1.7 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Purchased Assets as set forth in a schedule prepared by Purchaser (the "Purchase Price Allocation"). Purchaser and the Company agree (i) to report the sale of the Purchased Assets for federal and state tax purposes in accordance with the allocations set forth in the Purchase Price Allocation and (ii) not to take any position inconsistent with such allocations on any of their respective tax returns.

1.8 **Bulk Sales Compliance.** Purchaser hereby waives compliance by the Company with the provisions of the bulk transfer laws of any state in connection with the transactions contemplated hereunder. The Company warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Purchaser by reason of such noncompliance. The Company shall indemnify and hold Purchaser harmless from, against and in respect of (and shall on demand reimburse Purchaser for) any damages suffered or incurred by Purchaser by reason of the failure of the Company to pay or discharge such claims.

1.9 **Closing.**

(a) **Time and Place.** The consummation of the purchase and sale of the Purchased Assets under this Agreement (the "Closing") shall be effective at 12:01 a.m., Mountain Daylight time, on a date mutually agreeable to the parties hereto within two (2) business days after satisfaction or waiver of the last to be fulfilled of the conditions set forth in Articles IV and V that by their terms are not to occur at the Closing (the "Closing Date"), in such manner and at such place as determined by the parties hereto (the "Closing Date").


(b) **Closing Deliveries By the Company.** As a condition precedent to the Closing, the Company shall deliver, or cause to be delivered all of the following deliverables and documents on or prior to the Closing Date:

(i) **Purchased Assets.** The Purchased Assets, where applicable;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

PURCHASER:

LIVENOTE, INC.,
a Delaware corporation

By: 

Will Robberts, President

COMPANY:

REALLEGAL, LLC,
a Delaware limited liability company

By: _____
Jcsse Du Bey, Manager

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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TRADEMARK
REEL: 003965 FRAME: 0193

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

PURCHASER:

LIVENOTE, INC.,
a Delaware corporation

By: _____
Will Robberts, President

COMPANY:


REALLEGAL, LLC,
a Delaware limited liability company

By: _____
Jesse Du Bey, Manager

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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ReallLegal, LLC - Table of Active United States Trademark Activities
As of December 17, 2004

<u>COUNTRY</u> <u>H&H FILE #</u> <u>OWNER</u>	<u>MARK</u> <u>CLASS & GOODS</u>	<u>STATUS</u> <u>APP. NO.</u> <u>APP. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u> <u>RENEW DATE</u>	<u>WHAT'S NEXT?</u>
United States 43576.849993.000 (0011) ReallLegal, LLC	DEPOSPOOL Class 09 - downloadable computer software for use in providing realtime data transmission and realtime collaboration capabilities with regard to trial and deposition transcripts for use by entities and individuals in the legal profession	REGISTERED 76/148,162 10/16/00	2,643,991 10/29/02 10/29/12	§ 8 & 15 due 10/29/08 Renewal due 10/29/12
United States 43576.840002.000 (0010) ReallLegal, LLC	DEPOSTREAM Class 42 - Providing temporary use of on-line non-downloadable software for use over a global computer network for use in providing realtime data transmission and realtime collaboration capabilities with regard to trial and deposition transcripts for use by entities and individuals in the legal profession	REGISTERED 76/148,163 10/16/00	2,640,573 10/22/02 10/22/12	§ 8 & 15 due 10/22/08 Renewal due 10/22/12
United States 43576.840001.000 (0009) ReallLegal, LLC	DEPOSUITE Class 42 - Providing temporary use of on-line non-downloadable software for use over a global computer network for use by entities and individuals in the legal profession to post, store, save, share, sell and retrieve trial and deposition transcripts	REGISTERED 76/148,164 10/16/00	2,640,574 10/22/02 10/22/12	§ 8 & 15 due 10/22/08 Renewal due 10/22/12
United States 43576.840006.000 (0026) ReallLegal, LLC	EXEMPLARIS Class 42 - Providing temporary use of on-line non-downloadable software for the creation, managements and storage of the official records of the courts	REGISTERED 78/068,733 06/12/01	2,621,470 09/17/02 09/17/12	§ 8 & 15 due 09/17/08 Renewal due 09/17/12
United States 43576.840005.000 (0014) ReallLegal, LLC	NDTCA NATIONAL DIGITAL TRANSCRIPT CERTIFICATION AUTHORITY  Class "B" Certification: Applicant's authorization of use of the certification mark is intended to be in connection with services that are not provided by applicant. The certification marks, as used by persons authorized by the applicant, will certify that the certified individual is who they claim to be, Applicant provides herewith a copy of the standards that determine whether others may use the certification mar in connection with their services.	REGISTERED 76/001,686 03/16/00	2,724,808 06/10/03 06/10/13	§ 8 & 15 due 06/10/09 Renewal due 06/10/13

RealLegal, LLC Table of United States Trademark Activities
December 17, 2004

<u>COUNTRY</u>	<u>MARK CLASS & GOODS</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>WHAT'S NEXT?</u>
<u>H&H FILE #</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. DATE</u>	
<u>OWNER</u>		<u>APP. DATE</u>	<u>RENEW DATE</u>	
United States 43576.840007.000 (0029) RealLegal, LLC	PUBNETICS Class 09 - computer software and related instructional manuals sold therewith for the purpose of transmitting court proceedings, deposition, exhibits and related materials, including test, audio, video, and graphics, on the global computer network and on fixed media	REGISTERED 75/421,204 01/21/98	2,244,462 05/11/99 05/11/09	Renewal due 05/11/09
United States 43576.840008.000 (0030) RealLegal, LLC	PUBNETICS E-TRANSCRIPT Class 09 - computer software for the purpose of transmitting court proceedings, deposition, exhibits and related materials, including test, audio, video, and graphics, on the global computer network and on fixed media; and instructions manuals sold therewith as a unit	REGISTERED 75/582,561 01/21/98	2,331,582 03/21/00 03/21/10	§ 8 & 15 due 03/21/06 Renewal due 03/21/10
United States 43576.840004.000 (0012) RealLegal, LLC	REALLEGAL Class 42 - computer services, namely, the creation and management of trial and deposition transcripts; providing the temporary use of non-downloadable software, databases featuring information of interest to the legal profession; computer software design for others; each service specifically targeted and marketed to the legal profession and related to legal dispute resolution	REGISTERED 76/159,661 11/03/00	2,754,937 08/26/03 08/26/13	§ 8 & 15 due 08/26/09 Renewal due 08/26/13
United States 43576.840009.US0 (0056) RealLegal, LLC	STENOSAFE Class 42 - Providing an internet-based repository for storage of stenographic notes, transcripts in various forms, dictionaries, specialized dictionaries, and metadata, in the fields of stenography, captioning, translating and reporting	PENDING 78/310,065 10/06/03		
United States 43576.840010.US0 (0059) RealLegal, LLC	WELCOME TO MY WORLD Class 042: Computer and consulting services, namely, providing the temporary use of downloadable and non-downloadable software for the creation, management and storage of trial and deposition transcripts and other legal documents; databases featuring information of interest to the legal profession; computer software design for others; each service specifically targeted and marketed to the legal profession and related to legal dispute resolution; computer programming services.	PENDING 78/351,776 01/14/04		

RealLegal, LLC Table of United States Trademark Activities
December 17, 2004

COUNTRY H&H FILE # OWNER	MARK CLASS & GOODS	STATUS APP. NO. APP. DATE	REG. NO. REG. DATE RENEW DATE	WHAT'S NEXT?
United States 43576.840011.US0 (0060) RealLegal, LLC	<p>WELCOME TO YOUR WORLD</p> <p>Class 042: Computer and consulting services, namely, providing the temporary use of downloadable and non-downloadable software for the creation, management and storage of trial and deposition transcripts and other legal documents databases featuring information of interest to the legal profession; computer software design for others; each service specifically targeted and marketed to the legal profession and related to legal dispute resolution computer program.</p>	<p>PENDING</p> <p>78/351,921</p> <p>01/14/04</p>		