

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
Path, LLC		05/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ontology Project, Inc.		
Street Address:	400 2nd St Ste 350		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107-1489		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3455304	PATH.COM YOU'RE ON THE RIGHT PATH	
Registration Number:	3450922	CONNECTING PEOPLE...ANYTIME ANYWHERE ANYWAY	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206.359.8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101-3099		
ATTORNEY DOCKET NUMBER:	67306-4000.0002.US001		
NAME OF SUBMITTER:	Grace Han Stanton		
Signature:	/Grace Han Stanton/		

CH \$65.00 3455304

900175512

**TRADEMARK
 REEL: 004309 FRAME: 0021**

Date:

11/02/2010

Total Attachments: 3

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of May 18, 2010, by and between Path LLC, a Delaware limited liability company ("Seller"), and Ontology Project, Inc., a Delaware corporation ("Buyer"). The Seller and Buyer are sometimes referred to collectively as the "Parties."

WITNESSETH

WHEREAS, Seller is the registrant of the Internet Domain Name "path.com" (the "Domain Name") as listed in the records of Godaddy.com, Inc., the registrar of record (the "Registrar");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of Seller's rights, title and interest in and to the Domain Name (as well as those domain names set forth on Exhibit A), including any and all common law trademark and service mark rights derived from the Domain Name, as well as all copyright, trademark, right of registration or re-registration, associated goodwill, or other intellectual property interest, in each case owned by Seller, whether in the United States or any foreign jurisdiction (the "Assigned Rights"),

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION I Assignment

1.1 TRANSFER OF ASSIGNED RIGHTS. Seller hereby agrees to transfer and assign to Buyer at the Closing (as defined below) all of Seller's right, title, and interest in and to the Assigned Rights, which include, but are not limited to, (i) Seller's rights, title and interest in and to the Domain Name, (ii) Seller's rights, title and interest in and to the domain names that Seller has registered either in the United States or any foreign jurisdiction and which are set forth on Exhibit A hereto, and (iii) the trademarks "Path.com", "Path" and "Path.com You're on the Right Path", U.S. Service Mark Registration No. 3455304 for "You're on the Right Path" and U.S. Service Mark Registration No. 3450922 for "Connection People...Anytime Anywhere Anyway". Notwithstanding anything herein to the contrary, and for the avoidance of doubt, the Assigned Rights do not include any of the domain names set forth on Exhibit B hereto (collectively the "Unassigned Domain Names")

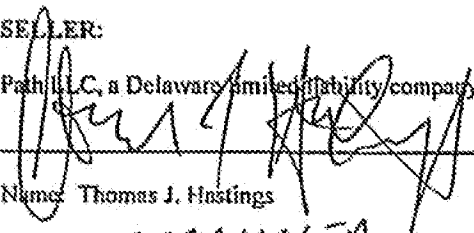
The transfer and the assignment shall take effect at the Closing (as defined below) upon Buyer's making payment in full as provided for herein.

1.2 COOPERATION IN TRANSFERRING DOMAIN NAME. Seller agrees to cooperate with Buyer and to follow Buyer's reasonable instructions in order to effectuate the transfer of the Assigned Rights, including, but not limited to, Seller's rights, title and interest to the Domain Name, in a timely manner. At Buyer's election, Seller shall: (a) provide a transfer authorization code for the Domain Name at Closing and approve any transfer requests that are received by Seller or its agents within one (1) business day of receipt of such notification from the Registrar, or (b) push the Domain Name to Buyer's account at the Registrar within one (1) business day of Buyer's provision of its account number at the

IN WITNESS WHEREOF, the parties have executed this Domain Name Purchase Agreement on the date first above written.

SELLER:

Path LLC, a Delaware limited liability company


Name: Thomas J. Hastings

Title: MANAGER

PURCHASER:

ONTOLOGY PROJECT, INC., a Delaware corporation

Name: _____

Title: _____

SIGNATURE PAGE TO PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Domain Name Purchase Agreement on the date first above written.

SELLER:


Path LLC, a Delaware limited liability company

Name: Thomas J. Hastings

Title: _____

PURCHASER:

ONTOLOGY PROJECT, INC., a Delaware corporation



Name: Shawn Fanning

Title: Chief Executive Officer

SIGNATURE PAGE TO PURCHASE AGREEMENT