

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mallsoft, Inc.		01/06/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telerik, A.D.		
<b>Street Address:</b>	33 Alexander Malinov Blvd		
<b>City:</b>	Sofia		
<b>State/Country:</b>	BULGARIA		
<b>Postal Code:</b>	1729		
<b>Entity Type:</b>	JOINT STOCK COMPANY: BULGARIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2720073	INSTAFRAUD	
<b>Registration Number:</b>	2608539	INSTAORDER	
<b>Registration Number:</b>	2446872	INSTAPURCHASE	
<b>Registration Number:</b>	2591738	WHEN THE WWW MEANS BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Elizabeth A. Walker		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2008831-0000		

OP \$115.00 2720073

DOMESTIC REPRESENTATIVE

**900180680**

**TRADEMARK  
 REEL: 004448 FRAME: 0308**

Name: Elizabeth A. Walker  
Address Line 1: Two International Place  
Address Line 2: Choate, Hall & Stewart LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	01/06/2011

**Total Attachments: 3**

source=Final Executed Bill of Sale and Assignment and Assumption Agreement (Telerik \_ Mallsoft) PDF#page1.tif  
source=Final Executed Bill of Sale and Assignment and Assumption Agreement (Telerik \_ Mallsoft) PDF#page2.tif  
source=Final Executed Bill of Sale and Assignment and Assumption Agreement (Telerik \_ Mallsoft) PDF#page3.tif

**BILL OF SALE AND INSTRUMENT OF  
ASSIGNMENT AND ASSUMPTION**

This Bill of Sale and Instrument of Assignment and Assumption (this “**Agreement**”) is entered into as of January 6, 2011, by and between Telerik, A.D., a Bulgarian joint stock company (the “**Buyer**”) and Mallsoft, Inc., a California corporation (the “**Company**”).

**WHEREAS**, the Buyer, the Company and Steve Miller and Teresa Miller (collectively, the “**Sellers**”) entered into an Asset Purchase Agreement, dated as of January 6, 2011 (the “**Purchase Agreement**”), pursuant to which the Company is required to execute and deliver this Agreement to the Buyer;

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

- 1. Definitions.** Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement.
- 2. Sale and Assignment.** The Company does hereby sell, convey, transfer, assign and deliver to the Buyer, all of the Company’s right, title and interest in and to the Purchased Assets, including, without limitation, those Purchased Assets listed on **Schedule A** hereto.
- 3. No Assumption of Liabilities.** Notwithstanding anything to the contrary herein, the Company is not transferring to the Buyer and the Buyer does not assume or agree to pay, discharge or perform, any liabilities, other than the Assumed Liabilities.
- 4. Further Instruments.** The parties hereby agree to execute all such further bills of sale, assignments, instruments of transfer and agreements as may reasonably be necessary in order to transfer more fully and effectively the Purchased Assets.
- 5. No Representations or Warranties.** Other than any representations and warranties of the Company and the Sellers set forth in the Purchase Agreement, neither the Company nor either of the Sellers makes any representation or warranty, express or implied, in respect of the Purchased Assets.
- 6. Binding Effect; Governing Law.** This Agreement shall be binding upon and inure to the benefit of the Company, the Sellers and the Buyer and their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to the choice of law provisions thereof.
- 7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

TELERIK, A.D.

By: 

Name: Vassil Terziev

Title: Co-Chief Executive Officer

By: 

Name: Svetozar Georgiev

Title: Co-Chief Executive Officer

MALLSOFT, INC.

By: 

Name: Steve Miller

Title: President

*[Signature Page to Bill of Sale and Assignment and Assumption Agreement]*

## Schedule A

InstaOrder eCommerce software which includes database schema, design and API with supporting documentation.

The content on the website on [www.esitefinity.com](http://www.esitefinity.com).

<b>Name</b>	<b>Serial Number</b>	<b>Registration Number</b>
INSTAFRAUD	78060718	2720073
INSTAORDER	75887193	2608539
INSTAPURCHASE	75618084	2446872
When the WWW Means Business	78078268	2591738

The following domain names:

- a. Agileorder.com
- b. InstaOrder.com
- c. InstaOrder.net
- d. InstaPurchase.com
- e. InstaFraud.com
- f. InstaFraud.net
- g. Qbcart.com
- h. CommerceFinity.com
- i. CommerceFinity.net
- j. CommerceFinity.org
- k. Ebraco.com
- l. eSiteCore.com
- m. eSiteCore.net
- n. eSitefinity.com
- o. eSitefinity.net
- p. SitefinityGadgets.com
- q. SitefinityGadgets.net
- r. SitefinityGadgets.org
- s. SitefinityWidgets.com