

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jambo Media LLC		10/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Interactive Holding Corp.		
Street Address:	270 Madison Ave.		
Internal Address:	19th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77723403	NO FOLD	
Serial Number:	77723414	NO FOLD	
CORRESPONDENCE DATA			
Fax Number:	(503)224-2084		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	1001-0004, 1001-0005		
NAME OF SUBMITTER:	Michael A. Cofield		

OP \$65.00 77723403

Signature:

/Michael A. Cofield/

Date:

02/16/2011

Total Attachments: 71

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EXECUTION COPY

EQUITY PURCHASE AGREEMENT

BY AND AMONG

INTERACTIVE HOLDING CORP.

JAMBO MEDIA LLC

AND

THE SELLERS
(as defined herein)

DATED AS OF OCTOBER 25, 2010

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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "Agreement"), dated as of October 25, 2010, is by and among (i) Interactive Holding Corp., a Delaware corporation ("Buyer"), (ii) Jambo Media LLC, a Delaware limited liability company (the "Company"), and (iii) the members of the Company listed on Schedule I hereto (the "Sellers" and, each individually, a "Seller").

RECITALS

WHEREAS, as of the date hereof, the Sellers own beneficially and of record all of the issued and outstanding membership interests of the Company (the "Membership Interests") as set forth on **Schedule I** hereto; and

WHEREAS, subject to the terms and conditions set forth herein, the Buyer desires to purchase from the Sellers, and the Sellers desire to sell to the Buyer, the Membership Interests.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements, covenants, representations and warranties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings specified or referred to in this **Section 1.1**:

"**Action**" means any claim, action, charge, complaint, suit, litigation, arbitration, grievance, inquiry, audit, proceeding or investigation, whether in law or in equity, by or before any Governmental Authority, duly appointed arbitration authority or other third party.

"**Affiliate**," as applied to any Person, means any other Person directly or indirectly through one or more intermediaries controlling, controlled by, or under common control with, that Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"**Aggregate Consideration**" means the Cash Consideration plus the Share Consideration, subject to adjustment pursuant to **Section 2.5** and **Article VIII** of this Agreement plus any Earn-out Obligations payable pursuant to **Section 2.6**.

"**Aggregate Consideration Allocation**" has the meaning set forth in **Section 6.8**.

"**Agreement**" has the meaning set forth in the Preamble.

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described in clauses (i) and (ii) above: (A) publisher media space costs (including direct charges for publisher fees, including for Jambocast); (B) content delivery network bandwidth costs; (C) third-party ad-serving costs (whether LiveRail or otherwise); (D) video licensing permits (content) costs; (E) costs for qualitative and quantitative third party services, including, but not limited to, verification services and data and research; (F) subscription or custom fees for research; (G) third party data acquisition and usage costs; and (H) any other direct costs reasonably incurred in, and directly attributable to, generating the revenues described in clauses (i) or (ii) above and (2) to the extent not included in the foregoing clause (1), the Company's share of Buyer's total cost of goods sold on a consolidated basis, excluding publisher and rich media costs, determined by multiplying the total revenues generated under clauses (i) and (ii) above by a fraction, the numerator of which is Buyer's total cost of goods sold for the applicable period on a consolidated basis (excluding publisher and rich media costs) and the denominator of which is Buyer's total revenue for such period, in each case, determined in accordance with GAAP on a consolidated basis, as applied by Buyer in good faith and in consultation with Buyer's accountants.

"Gross Profit Threshold" means each Gross Profit Threshold-2011 and each Gross Profit Threshold-2012.

"Gross Profit Threshold-2011" means each amount set forth under the heading "Gross Profit Threshold-2011" on **Schedule II** hereto.

"Gross Profit Threshold-2012" means each amount set forth under the heading "Gross Profit Threshold-2012" on **Schedule II** hereto.

"Hazardous Materials" means any chemical, material or substance defined or regulated as toxic, hazardous, a pollutant, or contaminant under any applicable Environmental Law, and includes petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos containing materials and PCBs.

"Indemnified Party" means any Person that is or may be entitled to indemnification under this Agreement.

"Indemnifying Party" means a Party to this Agreement that is or may be required to provide indemnification under this Agreement.

"Intellectual Property" means any or all of the following throughout the world: (i) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof ("Patents"); (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary or confidential information, data, know-how and technology ("Trade Secrets"); (iii) all copyrights in both published and unpublished works of authorship, including all compilations, databases, computer programs, content and manuals and other documentation, and registrations and applications for any of the foregoing ("Copyrights"); (iv) all corporate names, trade names, logos, trademarks and service marks, trademark and service mark registrations and applications, and Internet domain names ("Trademarks"); and (v) all other intellectual and industrial property

rights of any sort throughout the world, and all applications, registrations and the like with respect thereto ("IP Rights").

"**Investor Seller**" means any Seller that is not an Employee Seller.

"**IP Rights**" is defined in the definition of Intellectual Property.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means (i) in the case of the Company, the actual knowledge after due inquiry of any Employee Seller, (ii) in the case of any Seller, the actual knowledge after due inquiry of such Seller and (iii) in the case of Buyer, the actual knowledge after due inquiry of Michael Cassidy or David Dill.

"**Law**" means any law (including common law), statute, ordinance, order, code, rule, Order, regulation or other legal or administrative requirement enacted, entered, promulgated or issued by any Governmental Authority.

"**Leased Real Property**" means the real property presently leased by or subject to an agreement to lease or sublease or other use or occupancy agreement by the Company.

"**Liabilities**" means any and all debts, liabilities, commitments and obligations, whether contingent, fixed or absolute, direct or indirect, accrued or unaccrued, asserted or unasserted, matured or unmatured, liquidated or unliquidated, known or unknown, due or to become due, or determined or determinable, and regardless of whether arising out of or based upon any Contract, Law, tort, strict liability or otherwise.

"**Lien**" means any mortgage, covenant, pledge, hypothecation, deed of trust, charge, adverse claim, security interest, restriction (whether on voting, sale, transfer, disposition, or otherwise), encumbrance, lease, easement, encroachment, option, right of first refusal or other lien, whether imposed by Contract or Law.

"**Losses**" means any claims, Liabilities, Taxes, deficiencies, demands, Actions, Orders, assessments, damages, dues, penalties, fines, fees, interest, amounts paid in settlement, losses, out-of-pocket costs and expenses (including reasonable attorneys' and accountants' fees and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment).

"**Loss Payment**" has the meaning set forth in **Section 8.8(a)**.

"**Material Adverse Effect**" means any fact, event, change, development or effect that is or could be reasonably likely to be, individually or in the aggregate, materially adverse to (i) the Business, or the assets, liabilities, prospects, condition (financial or other) or operations of the Company, taken as a whole, or (ii) the ability of the Sellers or the Company to consummate the Transaction.

"**Material Contract**" has the meaning set forth in **Section 4.14(a)**.

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(xii) all Contracts relating to the disposition of assets or any interest in any business enterprise or any agreement relating to the acquisition of assets or any interest in any business enterprise;

(xiii) any joint venture, joint marketing (including any pilot program), partnership, strategic alliance or other agreement involving the sharing of profits, losses, costs or Liabilities with any person or any development, data-sharing, marketing or similar arrangement relating to any product or service;

(xiv) all Contracts with any current officer or director of the Company or with any Seller or with any Affiliate of the Company or any of the foregoing;

(xv) all Contracts pursuant to which the Company agreed to provide "most favored nation" pricing or other terms and conditions to any person with respect to the Company's sale, distribution, license or support of any of the Company's products or services; and

(xvi) all other Contracts and arrangements, whether or not made in the ordinary course of business, that contemplate an exchange of consideration with an aggregate value greater than \$10,000 or under which the consequences of a default or termination would reasonably be expected to have a Material Adverse Effect.

(b) Each Material Contract (i) is valid and binding on the Company and, to the Knowledge of the Sellers, on the other parties thereto, and is in full force and effect, and (ii) upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect without penalty or other adverse consequence that would have a Material Adverse Effect. The Company is not, in any material respect, in breach or violation of, or default under, any Material Contract and, to the Knowledge of the Sellers, no other party to any Material Contract is, in any material respect, in breach or violation thereof or default thereunder. To the Knowledge of the Sellers, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute any event of default under any Material Contract. The Company has delivered to Buyer true and complete copies of each Material Contract.

4.15 Intellectual Property.

(a) The Company owns, is licensed for, or possesses sufficient rights with respect to, all Company Intellectual Property, except for such items as have yet to be conceived or developed or that may reasonably be expected to be available for licensing on reasonable terms from third parties. To the Sellers' Knowledge, the Company has not violated or infringed, and is not currently violating or infringing, any IP Rights (as defined in **Section 1.1**) of any other Person. There are no pending proceedings or adverse claims made or, to the Knowledge of the Sellers, threatened against the Company with respect to any Company Intellectual Property. The Company has not received any written communication alleging that the Company or Company Intellectual Property infringes or misappropriates any IP Rights of a third party. The Company has not brought or threatened any action, suit or proceeding against any third party for any infringement of any Company Intellectual Property or any breach of any license, sublicense or

agreement involving Company Intellectual Property and is not aware of a bona fide basis for such a proceeding.

(b) **Section 4.15(b)** of the Disclosure Schedule lists (by name, number, jurisdiction and owner) all Company Intellectual Property owned by the Company, including all issued Patents, all registered and material unregistered Marks, all registered Copyrights and all domain name registrations. No cancellation, termination, expiration or abandonment of any of the foregoing (except natural expiration or termination at the end of the full term) is anticipated by the Company.

(c) Except as set forth in **Section 4.15(c)** of the Disclosure Schedule, to the Sellers' Knowledge, there are no questions or challenges with respect to the validity of any claims of any of the Company Intellectual Property listed in **Section 4.15(b)** of the Disclosure Schedule or the validity (or any other aspect or status) of any other Company Intellectual Property owned by the Company.

(d) **Section 4.15(d)** of the Disclosure Schedule lists: (i) all licenses, sublicenses and other Contracts to which the Company is a party that assign, authorize to use, encumber, or give access to any Company Intellectual Property to a third party; and (ii) all licenses, sublicenses and other agreements pursuant to which the Company has received rights to use any third party Intellectual Property (other than off-the-shelf shrink-wrap, click-through or similar licenses for commercially available software, in each case, with no recurring license fee). The Company has not entered into any Contract to indemnify, hold harmless or defend any other person with respect to any assertion of infringement. To the Sellers' Knowledge, no event or circumstance has occurred or exists (including, without limitation, the authorization, execution or delivery of this Agreement or the consummation of any of the transactions contemplated hereby) that would result in a breach or violation of any license, sublicense or other Contract required to be listed in **Section 4.15(d)** of the Disclosure Schedule that would have a Material Adverse Effect.

(e) Except as set forth in **Section 4.15(e)** of the Disclosure Schedule, there are (i) no defects in any software included in the Company Intellectual Property owned by the Company that would prevent such software from performing in accordance with its user specifications and (ii) no viruses, worms, Trojan horses or similar programs in any such software, in each case, that would materially impair the performance of such software or otherwise compromise the integrity or security of any data used or accessible by such software. The Company's software operates and performs in all material respects in a manner that permits the Company to conduct the Business and, to the Knowledge of the Sellers, no person has gained unauthorized access to such software and the Company has implemented reasonable backup and disaster recovery technology consistent with industry practices.

(f) The Company has not granted, directly or indirectly, any current or contingent rights, licenses or interests in or to the source code of any of the Company's products or software and since the Company developed the source code of each of its products and software, the Company has not provided or disclosed the source code of such products or software to any Person. Except as set forth in **Section 4.15(f)** of the Disclosure Schedule, (i) no Open Source Software is used in, incorporated into or integrated or bundled with any of the

Company's software or products or otherwise used by Company and (ii) none of the licenses relating to the Open Source Software listed on **Section 4.15(f)** of the Disclosure Schedule or any other software code used, modified or distributed by the Company obligate the Company to (1) distribute or disclose any other software combined, distributed or otherwise made commercially available with such Open Source Software in source code form, or (2) license or otherwise make available such Open Source Software and/or other software combined, distributed or otherwise made commercially available with such Open Source Software or any associated Intellectual Property on a royalty free basis.

(g) The Company has taken reasonable steps to protect and preserve the confidentiality of all Company Intellectual Property with respect to which the Company has exclusivity and is not otherwise disclosed in published patents or patent applications or registered copyrights ("Company Confidential Information"). Each current and former employee and contractor of the Company who contributed to the creation or development of any Company Intellectual Property executed an agreement in substantially the form of the Company's standard Proprietary Information and Inventions Agreement (in the case of an employee) or Freelance Programmer Agreement (in the case of a contractor) true and correct copies of which have been delivered to Buyer. To the Sellers' Knowledge, none of the Company's present or former employees, officers or consultants are in violation of any confidentiality, invention assignment or other agreements protecting IP Rights, and the Company has used commercially reasonable efforts to prevent and detect any such violation.

(h) The Company has complied and does comply in all material respects with the CAN-SPAM Act and all other legislation regulating the transmission of commercial email ("UCE Laws") and has contractually obliged and does contractually oblige all companies that send advertising on its behalf to so comply. No claims have been asserted against the Company alleging a violation of any UCE Laws and, to the Knowledge of the Sellers, no such claims are likely to be asserted against Company and/or any third party advertisers acting on behalf of Company. None of the Company's products or services install "spyware," "adware" or other malicious code that could compromise the privacy or data security of end-users and/or their computer systems and/or collect information from an end user without their knowledge (collectively, "Spyware"). No claims have been asserted against the Company alleging any use of Spyware by Company or any third party marketing the Company's business and, to the Knowledge of the Sellers, no such claims are likely to be asserted.

(i) In conducting its business, the Company has not and does not engage in any unfair or deceptive marketing practices. The Company is in compliance in all material respects with the Federal Trade Commission's Online Behavioral Advertising Privacy Principles. No claims have been asserted against the Company alleging unfair and/or deceptive marketing practices by Company or any third party marketing the Company's products or services and, to the Knowledge of the Sellers, no such claims are likely to be asserted.

4.16 Properties; Assets. **Section 4.16** of the Disclosure Schedule sets forth a complete list, as of the date hereof, of the address of each parcel of Leased Real Property, including whether such property is leased or subleased by the Company to a third party. Each parcel of Leased Real Property is leased under a valid and subsisting lease or sublease. Each lease or sublease relating to the Leased Real Property is in full force and effect, and to the Knowledge of

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IN WITNESS WHEREOF, the Parties have executed this Equity Purchase Agreement on the date first written above.

BUYER:

INTERACTIVE HOLDING CORP.

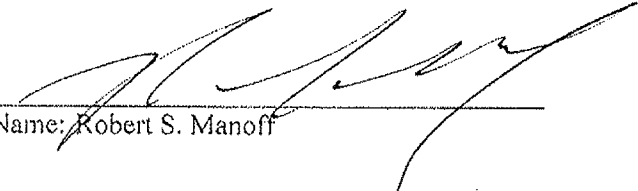
By: 

Name: Michael Cassidy

Title: President and Chief Executive Officer

SELLERS:

Name: Todd E. Houck



Name: Robert S. Manoff

WOLFE.COM LLC

Name: Jason Wolfe

Its: Sole Member

COMPANY:

JAMBO MEDIA LLC

By: 

Name: Robert Manoff

Title: CEO

Signature Page to Equity Purchase Agreement

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IN WITNESS WHEREOF, the Parties have executed this Equity Purchase Agreement on the date first written above.

BUYER:

INTERACTIVE HOLDING CORP.

By: 

Name: Michael Cassidy

Title: President and Chief Executive Officer

SELLERS:



Name: Todd E. Houck

Name: Robert S. Manoff

WOLFE.COM LLC

Name: Jason Wolfe

Its: Sole Member

COMPANY:

JAMBO MEDIA LLC

By: _____

Name:

Title:

Signature Page to Equity Purchase Agreement

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IN WITNESS WHEREOF, the Parties have executed this Equity Purchase Agreement on the date first written above.

BUYER:

INTERACTIVE HOLDING CORP.

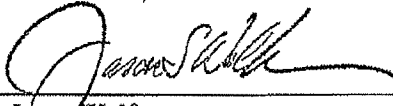
By: _____
Name: Michael Cassidy
Title: President and Chief Executive Officer

SELLERS:

Name: Todd E. Houck

Name: Robert S. Manoff
(individually as a Seller and as the Sellers Representative)

WOLFE.COM, LLC



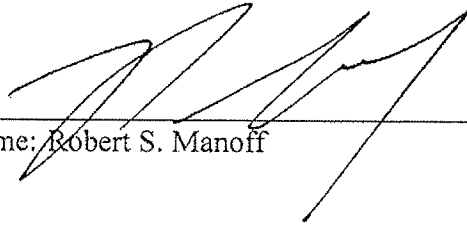
By: Jason Wolfe
Its: Sole Member

COMPANY:

JAMBO MEDIA LLC

By: _____
Name:
Title:

SELLERS REPRESENTATIVE



Name: Robert S. Manoff

Schedule I

REDACTED

Schedule II

REDACTED