

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
RuleSpace, Inc.		03/31/2005	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAC, LLC		
<b>Street Address:</b>	111 SW 5th Avenue, Suite 2100		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97204		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2383995	RULESPACE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Linda M. Goldman		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25389-70176-2185		
NAME OF SUBMITTER:	Linda M. Goldman		
Signature:	/Linda M. Goldman/		
Date:	03/02/2011		

CH \$40.00 2383995

**Total Attachments: 6**

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made as of March 31, 2005, by and between RuleSpace, Inc., an Oregon corporation ("Seller") and RAC, LLC, an Oregon limited liability company ("Buyer").

RECITALS

Seller wishes to sell the Assets to Buyer, at the price and on the terms and conditions herein set forth. Buyer desires and intends to purchase the Assets, at the price and on the terms and conditions herein set forth.

The parties therefore agree:

AGREEMENT

ARTICLE 1. ASSET PURCHASE AND RELATED AGREEMENTS

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver (collectively, "transfer"), or cause to be transferred, to Buyer, and Buyer shall purchase and acquire, all of Seller's right, title and interest in and to all of Seller's assets and rights (collectively, the "Assets") of every type and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not reflected on the books and records of Seller, including, but not limited to, the following assets and rights (but excluding the Excluded Assets):

(a) **Equipment.** All machinery, equipment, furniture, computer hardware, fixtures, motor vehicles, tooling, improvements and other tangible personal property owned by Seller as of the close of business on the Closing Date.

(b) **Equipment and Other Personal Property Leases.** All of Seller's right, title and interest in, to and under the leases and rental agreements in respect of equipment or other tangible personal property employed by Seller in the operation of the Business (defined below) or otherwise as of the close of business on the Closing Date. For the purposes of this Agreement, "Business" means the business, operations and activities of Seller relating to parental control and or content filtering software for internet service providers, home users, original equipment manufacturers, and search engines, including, but not limited to, the research, development, manufacture, use, marketing, promotion, sale and distribution thereof.

(c) **Intellectual Property.** All information (whether or not protectible by patent, copyright or trade secret rights) and intellectual property rights possessed or owned by Seller as of the close of business on the Closing Date, and all right, title and interest of Seller in, to and under licenses, sublicenses or like agreements providing Seller any right or concession to use any information or intellectual property as of the close of business on the Closing Date, including all trade names, trademarks (including common-law trademarks), service marks, domain names, art work, packaging, plates, emblems, logos, insignia and copyrights, and their registrations and applications, and all goodwill associated therewith, all domestic and foreign patents and patent applications, all technology, know-how, show-how, trade secrets, ideas,

**CONFIDENTIAL**

6.9 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and statements, whether oral, written, implied or expressed, relating to such subject matter.

6.10 **No Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer upon any Person other than Buyer and Seller any right or remedy under or by reason of this Agreement or the Transaction Documents.

6.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement.

6.12 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective representatives hereunto authorized as of the day and year first above written.

**Buyer:**

**Seller:**

**RAC, LLC**

**RULESPACE, INC.**

By:

  
\_\_\_\_\_  
Alistair Allan, President

By:

\_\_\_\_\_  
Paul Goodrich, President

**CONFIDENTIAL**

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**Buyer:**

**Seller:**

**RAC, LLC**

**RULESPACE, INC.**

By: \_\_\_\_\_

Alistair Allan, President

By:  \_\_\_\_\_

Paul Goodrich, President

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this "Agreement") is dated as of March 31, 2005, by and between **RAC, LLC**, an Oregon limited liability company ("Buyer"), and **RuleSpace, Inc.**, an Oregon corporation ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with that certain Asset Purchase Agreement, dated and effective as of March 18, 2005, by and between Buyer and Seller (the "Purchase Agreement"). All capitalized terms herein shall have their same respective meanings as set forth in the Purchase Agreement.

1. **Assignment of Assets.** Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, free and clear of all liens, all of Seller's right, title and interest in and to the Assets.

2. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of sale, transfer, conveyance, assignment, and assumption, and to take such other action as such other party may reasonably request to more effectively consummate the sales, transfers, conveyances, assignments, and assumptions contemplated by this Agreement.

3. **Attorney-in-Fact.** Seller hereby irrevocably constitutes and appoints Buyer as its attorney-in-fact, with full power of substitution, in its name or otherwise, on behalf of Seller for Buyer's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed sold, transferred, conveyed, assigned and delivered under this Agreement..

4. **Assignment of Contract Rights; Assumption of Liabilities.** Seller hereby assigns, sells, transfers and sets over to Buyer all of Seller's right, title, benefit, privileges and interest in and to the Contract Assets. Buyer hereby accepts the assignment of the Assumed Liabilities and, except for the Excluded Liabilities, assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Seller to be observed, performed, paid or discharged from and after the Closing Date. To the extent that the assignment of any of the rights and claims to the Contract Assets shall require the consent of any other party which has not yet been obtained, Seller hereby transfers to Buyer only the economic benefit under the same, and this instrument shall not constitute an assignment of the full interest thereof or in any way affect Seller's other rights thereunder until such consent is received by Buyer.

5. **Agreement.** Seller, by its execution of this Agreement, and Buyer, by its acceptance and consent to the form of this Agreement, each hereby acknowledges and agrees that:

(a) The terms and provisions of the Purchase Agreement shall apply to this Agreement, and the terms and conditions of this Agreement shall be construed consistently therewith; and

(b) Neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to have been enlarged or altered in any way by the execution, acceptance and approval of this Agreement.

6. **Miscellaneous.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Oregon, without regard to principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument.

7. **Effective Date.** This Agreement shall be deemed effective for all purposes as of the Closing Date.

IN WITNESS WHEREOF, Buyer and Seller have caused Agreement to be duly executed as of the date first written above.

**RAC, LLC**

By:   
Alistair Allan, President

**RULESPACE, INC.**

By: \_\_\_\_\_  
Paul Goodrich, President

(b) Neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to have been enlarged or altered in any way by the execution, acceptance and approval of this Agreement.

6. **Miscellaneous.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Oregon, without regard to principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument.


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**RAC, LLC**

By: \_\_\_\_\_  
Alistair Allan, President

**RULESPACE, INC.**

By:  \_\_\_\_\_  
Paul Goodrich, President