

**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>
TextID, LLC		07/22/2011	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hope Paige Designs LLC		
<b>Street Address:</b>	100 Front Street, Suite 300		
<b>City:</b>	West Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3966212	IS YOUR BUSINESS TEXTABLE?	
<b>Serial Number:</b>	85141012	TEXTIMONIALS	
<b>Serial Number:</b>	77839443	THUMBSITE	
<b>Registration Number:</b>	3726261	555411	
<b>Registration Number:</b>	3610625	TEXTID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(856)795-0574		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	856-354-3013		
<b>Email:</b>	jletchford@archerlaw.com, jdaug@archerlaw.com		
<b>Correspondent Name:</b>	John F. Letchford, Archer & Greiner, P.C		
<b>Address Line 1:</b>	One Centennial Square, P.O. Box 3000		
<b>Address Line 4:</b>	Haddonfield, NEW JERSEY 08033		
<b>ATTORNEY DOCKET NUMBER:</b>	0211100.000		

**CH \$140.00 3966212**

**900197941**

**TRADEMARK  
 REEL: 004590 FRAME: 0563**

NAME OF SUBMITTER:	John F. Letchford
Signature:	/John F. Letchford/
Date:	07/26/2011
<b>Total Attachments: 5</b> source=textid_tm_assignment#page1.tif source=textid_tm_assignment#page2.tif source=textid_tm_assignment#page3.tif source=textid_tm_assignment#page4.tif source=textid_tm_assignment#page5.tif	

**DOMAIN NAME, SOCIAL MEDIA AND TRADEMARK ASSIGNMENT AND  
PURCHASE AGREEMENT**

THIS DOMAIN NAME AND TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT (“Agreement”) is entered into and effective this day of August 1, 2011, by and between a corporation, TextID, LLC, organized under the laws of the state of Arizona, having its principal place of business at 9401 North 7<sup>th</sup> Avenue, Phoenix, Arizona, 85021 (“SELLER”), and a corporation, Hope Paige Designs LLC., organized under the laws of the state of Pennsylvania, and having its principal place of business at 100 Front Street, Suite 300, West Conshohocken, Pennsylvania, 19428 (“BUYER”).

WITNESSETH:

WHEREAS, SELLER is the sole owner of certain registered Domain Names, Social Media and Trademarks (as defined herein), and BUYER desires to purchase from SELLER all of SELLER’s rights, title and interest in, to and under said Domain Names, Social Media and Trademarks, and any goodwill associated therewith, according to the terms and conditions of this Agreement; and

WHEREAS, SELLER desires to sell, assign and otherwise transfer to BUYER all of SELLER’s rights, title and interest in, to and under said Domain Names, Social Media and Trademarks, and any goodwill associated therewith, according to the terms and conditions of this Agreement;

NOW, therefore, in consideration of the mutual covenants, conditions, and terms hereinafter set forth, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to the following:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

1.1 “Domain Names” shall mean the names identified below:

<u>DOMAIN</u>
TEXTID.COM

including any and all registration applications and resulting registrations therefor, any and all modifications or variations thereof, and any and all registration applications and resulting registrations for such modifications or variations, whether used alone or with one or more other terms used with a metatag, or applied for or registered in any domain, known now or established in the future, including .com, .net, .edu, .org, and the like, and including minor domain categories, in the United States or worldwide.

1.2 “Trademarks” shall mean the United States trademark application(s) and/or registration(s) identified and described below:

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
IS YOUR BUSINESS TEXTABLE?	85/140,888	3,966,212	MAY 24, 2011
TEXTIMONIALS	85/141,012		
THUMBSITE	77/839,443		
555411	77/496,297	3,726,261	DECEMBER 15, 2009
TEXTID	77/496,292	3,610,625	APRIL 21, 2009

1.3 “Social Media” shall mean any and all web-based and mobile technologies used to turn communication into interactive dialogue and related to TEXTID and TEXTID.com. Social Media includes, but is not limited to, Facebook, Twitter, blogs and microblogs, and social networking sites.

2. PURCHASE AND ASSIGNMENT OF RIGHTS. SELLER hereby sells, assigns and otherwise transfers to BUYER, and BUYER hereby accepts from SELLER, all of SELLER’s rights, title and interest in, to and under the Domain Names, Social Media and Trademarks, together with all of the goodwill associated therewith, and any rights of the SELLER to sue any third parties for any past, present or future infringement of or to the Domain Names, Social Media and Trademarks, and to apply for and prosecute applications and registrations for the Domain Names, Social Media and Trademarks in the United States or worldwide for the use and behoof of BUYER and its successors, assigns or other legal representative. At no additional fee, SELLER shall cooperate with BUYER in executing whatever documents are deemed by BUYER to be appropriate and necessary to effectuate and evidence the transfer to BUYER of SELLER’s rights, title and interest in, to and under the Domain Names, Social Media and Trademarks and the goodwill associated therewith.
3. PURCHASE PRICE. In exchange for the rights transferred to BUYER and the obligations of SELLER, BUYER shall make a single payment to SELLER in an amount of fifteen thousand dollars and zero cents (\$ 15,000.00) on or about August 1, 2011.
4. WARRANTIES BY SELLER. SELLER represents and warrants that it is the sole and current owner of the Domain Names, Social Media and Trademarks, free and clear of any liens or encumbrances, and that it has the right to sell, assign and otherwise transfer to BUYER all of its rights, title and interest in, to and under the Domain Names, Social Media and Trademarks, and the goodwill associated therewith. SELLER represents and warrants that the Domain Names, Social Media and Trademarks do not infringe or violate any proprietary rights of any person, group of individuals, corporation, partnership, business or

entity in the United States or worldwide. SELLER further warrants that neither it nor any officer, employee or agent thereof, nor anyone acting on behalf of the SELLER, officer, employee or agent thereof have applied for registry of, or have registered in their name a trademark or service mark including the Domain Names, Social Media and Trademarks or any variations or modifications thereof, alone or with one or more other terms or metatags or domain indications, in any Federal or state trademark registry, or the domain or trademark registries of any country, and agree that no such registration will be sought or made at any time in the future.

5. INDEMNIFICATION BY SELLER. SELLER shall indemnify and hold BUYER, its officers, employees and agents, and related companies and the officers, employees and agents thereof, harmless from all claims or actions by any third party, including any damages, attorneys fees, costs or interest, involving infringement actions arising out of SELLER's use of the Domain Names, Social Media and Trademarks prior to the effective date of this Agreement. BUYER shall notify SELLER promptly after receiving notice of any such claim or action made or brought against it or any related company. BUYER shall have the right to participate in settlement or defend any action at their own expense, subject to reimbursement by SELLER.
6. NONCOMPETE. Following the effective date of this Agreement, SELLER, Michael E. Halvorson, a principal of SELLER, and any entity, business, company or corporation derived from SELLER, or owned by or employing Mr. Halvorson, shall not, in the United States or worldwide, engage, directly or indirectly, whether as principal or as agent, officer, director, employee, consultant, shareholder, or otherwise, alone or in association with any other person, corporation or other entity, engage in any business or activity that would compete with the BUYER'S use of the Domain Names, Social Media and Trademarks, or endorse or promote modified, extended or alternative versions of the Domain Names, Social Media or Trademarks under any brand name, business name, domain name, service agreement, e-commerce, trademark or service mark, or pursue applications for registration of the Domain Names, Social Media or Trademarks or any modified, extended or alternative versions thereof in any Federal or state trademark registries of any country, or the domain registries of any country at any time in the future.
7. APPLICABLE LAW. This Agreement shall be governed by and under the laws of the State of Pennsylvania, and to the extent applicable, the United States of America.
8. NOTICE. Any notice hereunder shall be sufficiently given if deposited in the United States, first class mail, postage prepaid, or with a nationally recognized overnight carrier, postage prepaid, addressed as follows:

TO BUYER:

Hope Paige Designs Inc.  
100 Front Street, Suite 300  
West Conshohocken, Pennsylvania 19428  
Attn: Shelly Fisher

TO SELLER:

TextID, LLC  
9401 North 7<sup>th</sup> Avenue  
Phoenix, Arizona 85021  
Attn: Michael E. Halvorson

Notice given under the provisions of this Section shall be deemed given when sent.

9. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties by their authorized representatives.

10. CONFIDENTIALITY. BUYER and SELLER agree to maintain the terms of this Agreement in confidence, and each party agrees not to disclose its contents without the prior written approval of the other party, except where a party is required by court order, or statutory or regulatory requirement, to disclose such information, or if such information is now or comes into the public domain.

11. HEADINGS. Headings are for the convenience of the parties and have no legal effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized representatives.

BUYER

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

Date \_\_\_\_\_

SELLER

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

Date 7/22/11 \_\_\_\_\_

CONSENTED AND AGREED TO:

By MA \_\_\_\_\_  
Mr. Kristofer E. Halvorson

Date: 7/22/11 \_\_\_\_\_

TO BUYER:

Hope Paige Designs Inc.  
100 Front Street, Suite 300  
West Conshohocken, Pennsylvania 19428  
Attn: Shelly Fisher

TO SELLER:

TextID, LLC  
9401 North 7<sup>th</sup> Avenue  
Phoenix, Arizona 85021  
Attn: Michael E. Halvorson

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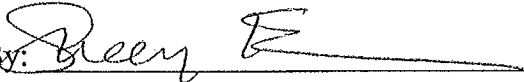
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11. HEADINGS. Headings are for the convenience of the parties and have no legal effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized representatives.

BUYER

SELLER

By: 

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

Date: July 25 2011

Date \_\_\_\_\_

CONSENTED AND AGREED TO:

By \_\_\_\_\_  
Mr. Kristofer E. Halvorson

Date: \_\_\_\_\_  
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