

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
Green Media Toolshed		11/17/2010	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	GoodGuide, Inc.		
Street Address:	98 Battery Street #400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2259660	SCORECARD	
CORRESPONDENCE DATA			
Fax Number:	(415)732-7774		
Phone:	4156250232		
Email:	bill@goodguide.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William Pease, Chief Scientist, GoodGuide		
Address Line 1:	98 Battery Street #400		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:		William Pease	
Signature:		/william pease/	
Date:		09/12/2011	

OP \$40.00 2259660

Total Attachments: 9

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ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") is entered into by and between GREEN MEDIA TOOLSHED, a District of Columbia nonprofit corporation, with its principal place of business at 1800 M Street, NW Suite 300N, Washington, DC 20036 (the "Transferor") and GOODGUIDE, INC., a Delaware corporation, with its principal place of business at 98 Battery Street, Suite 400, San Francisco, CA 94111 (the "Recipient"). The Transferor and the Recipient are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Transferor has contributed to the development of the Transferred Assets (as defined below), including, without limitation the Program and the Website (each as defined below);

WHEREAS, the Transferor has determined that it is no longer feasible for it to support the continued operation of the Transferred Assets, but desires that the Transferred Assets continue to be made available without charge for the benefit of the general public;

WHEREAS, the Recipient is willing to continue the operation of the Transferred Assets without charge for the benefit of the general public for a period of time; and

WHEREAS, in view of the foregoing, the Transferor desires to assign to the Recipient, and the Recipient desires to receive from the Transferor, all of the Transferor's rights, title and interests in and to the Transferred Assets, all upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties, each intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"Closing Date" shall mean 12:01 a.m. Eastern Daylight Time on December 1, 2010.

"Data" shall mean the environmental data owned by the Transferor as of the Closing Date and published by the Program to produce the Website, as such data exists in the Oracle database used in conjunction with the Program at the Closing Date.

"Documentation" shall mean the written materials owned by the Transferor as of the Closing Date that document the operation of the Program or the preparation,

maintenance or updating of the Data.

"Domain Name" shall mean scorecard.org.

"Environmental Defense" shall mean Environmental Defense, a New York not-for-profit organization, with its principal place of business at 257 Park Avenue South, New York, NY 10010.

"Intellectual Property" shall mean any and all copyrights, moral rights, and other rights in works of authorship that are (i) owned by the Transferor as of the Closing Date and (ii) relate solely to the Data, Documentation, Domain Name, Program or Website and not generally to the Transferor's operations or business. For clarity, "Intellectual Property" shall not be deemed to refer to any trademark, whether registered or unregistered, that is used to identify the Transferor or its operations or business generally, including, without limitation, the trademark "GREEN MEDIA TOOLSHED" or any derivative thereof.

"Object Code" shall mean computer code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing or linking but without the intervening steps of compilation or assembly.

"Program" shall mean the "Scorecard" computer program owned by the Transferor as of the Closing Date, in both Source Code and Object Code format, consisting of the modules or components, performing the functions and complying with the descriptions set forth in Schedule A annexed hereto.

"Source Code" shall mean computer code, other than Object Code, which may be printed out or displayed in human readable form.

"Schedules" shall mean Schedules annexed to this Agreement.

"Transferred Assets" shall mean the Data, the Documentation, the Domain Name, the Intellectual Property, the Program and the Website.

"Third Party" shall mean any person or entity other than the Parties.

"Website" shall mean the distinct location on the Internet identified by the Domain Name where members of the general public using Internet browsing software can access and use the functionality of the Program.

2. The Transfer

Effective as of the Closing Date, the Transferor shall transfer, grant, convey, assign, and relinquish exclusively to the Recipient all of the Transferor's rights, title and interests in and to the Transferred Assets (the "Transfer"), and the Recipient shall accept the Transfer, all in accordance with the terms and subject to the conditions set forth in this Agreement, including,

without limitation, Section 10(a) hereof.

3. Consideration for Assignment

(a) In consideration of the Transfer, the Recipient agrees to use its best efforts to operate the Website, or to cause the Website to be operated, as an online environmental information service using the Program that, for a period of one (1) year from the Closing Date, (i) can be accessed and used without charge by the general public using Internet browsing software and (ii) provides up-to-date data and content to users.

(b) For a period of five (5) years following the Closing Date, the Recipient shall acknowledge, or cause any Third Party to whom it transfers the Program (or any derivative thereof) to acknowledge, Transferor's contribution to the creation of the Program on an "About Scorecard" webpage that users can link to from the Website or any successor thereto. The language and placement of any such acknowledgment shall be subject to the approval of the Transferor, which shall not unreasonably withhold such approval; provided, however, that the Recipient shall remove, or cause any Third Party to whom it transfers the Program (or any such derivative) to remove, such acknowledgement and/or any other mention of the Transferor from any such website or other related materials within five (5) days of the request of the Transferor.

4. Operation of the Website and Program

The Recipient solely shall be responsible for obtaining hosting; managing the domain name; providing data maintenance, update services, and software development services; and for all other costs with respect to the Website after the Closing Date.

5. WARRANTY DISCLAIMERS; LIMITATION OF LIABILITY; REPRESENTATIONS

(A) WARRANTY DISCLAIMERS. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 5(c) HEREOF, EACH PARTY ACKNOWLEDGES THAT THE TRANSFER OF THE TRANSFERRED ASSETS TO THE RECIPIENT IS ON AN "AS IS" BASIS, AND THE TRANSFEROR HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

(B) LIMITATION OF LIABILITY. EXCEPT FOR INDEMNIFIED CLAIMS ARISING UNDER SECTIONS 6(a) OR 6(b) HEREOF, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT IN ANY WAY ARISE OUT OF OR RELATE TO THE TRANSFER, THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. EXCEPT FOR INDEMNIFIED CLAIMS ARISING UNDER SECTIONS 6(a) OR 6(b) HEREOF, THE MAXIMUM CUMULATIVE LIABILITY OF THE TRANSFEROR TO THE RECIPIENT, WHETHER DIRECT OR INDIRECT, RELATING TO THE TRANSFER, THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND THE RECIPIENT'S MAXIMUM REMEDY FOR ANY AND ALL CAUSES RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO \$1,000. FOR CLARITY, THIS SECTION 5(b) SHALL BE BINDING

UPON THE RECIPIENT AND ITS SUCCESSORS AND ASSIGNS AND ANY THIRD PARTY WHO ACQUIRES ANY RIGHT, TITLE OR INTEREST IN OR TO ANY OF THE TRANSFERRED ASSETS.

(c) Representations and Warranties. The Transferor represents and warrants to the Recipient that the Transferor has the right and authority to enter into this Agreement and to Transfer ownership of the Transferred Assets to the Recipient and that the Transferred Assets are free and clear of restrictions on or conditions to transfer or assignment and free and clear of any claims, charges, liens, security interests, restrictions and encumbrances of any kind (other than those established by Section 3 hereof), and on the Closing Date, the Recipient shall acquire good and marketable title to, and all right, title, and interest in the Transferred Assets, free and clear of all claims, charges, liens, security interests, restrictions and encumbrances (other than those established by Section 3 hereof). The Transferor represents and warrants to the Recipient that no claims have been made by Third Parties with respect to the Transferred Assets' infringement on the rights of any Third Party, and that it is not aware of any pending claims.

The Recipient represents and warrants to the Transferor that the Recipient has the right and authority to enter into this Agreement and to accept ownership of the Transferred Assets from the Transferor.

6. Indemnification

(a) The Recipient shall indemnify, defend and hold harmless the Transferor, its affiliates and their respective directors, officers, donors, employees and agents (collectively, the "Recipient Indemnitees"), in full and on demand, from and against any and all direct or indirect liability, damage, loss or expense, including, without limitation, interest, penalties and reasonable lawyers' fees and disbursements (collectively, "Losses") incurred by the Recipient Indemnitees or any of them in connection with any claims made or suits brought by a Third Party against a Recipient Indemnitee, to the extent that such Losses arise from or occur as the result of any act or omission by the Recipient or any of its assignees, licensees or other transferees occurring on or after the Closing Date with respect to any of the Transferred Assets (or any derivative thereof).

(b) The Transferor shall indemnify, defend and hold harmless the Recipient, its affiliates and their respective directors, officers, donors, employees and agents (collectively, the "Transferor Indemnitees"), in full and on demand, from and against any and all Losses incurred by the Transferor Indemnitees or any of them in connection with any claims made or suits brought by a Third Party against a Transferor Indemnitee, to the extent that such Losses arise from or occur as the result of any act or omission by the Transferor occurring prior to the Closing Date with respect to any of the Transferred Assets.

(c) Each Party agrees to give the other Party prompt written notice of any claims made for which the other Party might be liable under Section 6(a) or 6(b). The indemnifying Party shall have the opportunity to defend, negotiate, and settle such claims; provided, however, that the indemnified Party shall be entitled to participate in the defense of such matter and to employ at its expense counsel to assist therein. The Party seeking indemnification shall provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the expense of the indemnifying Party. Neither

Party shall be responsible or bound by any settlement of any claim or suit made without its prior written consent; provided, however, that the indemnified Party shall not unreasonably withhold or delay such consent.

7. Further Assurances

Each Party, at the expense of the other Party (for reasonable costs incurred by such Party), shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including, without limitation, the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm the rights and remedies of the other Party under this Agreement.

8. Governing Law

This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflict of law principles. The Recipient hereby waives compliance with any applicable bulk sales or transfer laws.

9. Dispute Resolution

(a) Any dispute, claim or controversy arising from or related in any way to this Agreement (or any document or instrument delivered in connection herewith) or the interpretation, application, breach, termination or validity thereof, including, without limitation, any claim of inducement of this Agreement by fraud or otherwise (each, a "Dispute") shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision shall control. The arbitration shall be held in Washington, D.C. The Parties shall appoint an arbitrator by mutual agreement. If the Parties cannot agree on the appointment of an arbitrator within thirty (30) days of the demand for arbitration, an arbitrator shall be appointed in accordance with such AAA rules. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve the Dispute submitted to such arbitration in accordance with this Agreement; provided, however, that the arbitrator shall not have the power to alter, amend or otherwise affect the terms or the provisions of this Agreement. Judgment upon any award rendered pursuant to this Section may be entered by any court having jurisdiction over the Parties or their assets. Each Party shall bear its own costs and expenses and attorneys' fees and an equal share of the arbitrator's fees and any administrative fees of arbitration, unless the arbitrator shall otherwise allocate such costs, expenses and fees between the Parties. The Parties agree that all arbitration awards shall be final and binding on the Parties.

(b) Notwithstanding anything herein to the contrary, nothing in this Section 8 shall preclude either Party from seeking interim or provisional relief, including, without limitation, a temporary restraining order, preliminary injunction or other interim equitable relief concerning a Dispute, either prior to or during any arbitration hereunder, if necessary to protect the interests of such Party. This Section 8(b) shall be specifically enforceable.

10. Termination and Survival

(a) This Agreement shall automatically terminate, the Transfer shall not occur, and neither party shall have any liability to the other party, in the event that the Transferor's Board of Trustees votes not to approve the Transfer during its meeting on or about November 20, 2010.

(b) Termination or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination or expiration. Sections 3, 5(a), 5(b), 6, 8, 9, and 11 hereof, and this Section 10(b), shall survive the termination or expiration of this Agreement for any reason other than termination in accordance with Section 10(a) hereof.

11. Notices

Any notice or other communication which are required or permitted hereunder shall be in writing and shall be effective one (1) business day after it is sent to the appropriate party by personal delivery or by recognized overnight delivery services, or five (5) business days after sent via first class mail postage prepaid, at the Parties' respective addresses set forth at the beginning of this Agreement, or at such other address as a Party may provide by written notice to the other Party from time to time. It is understood and agreed that this Section 11 is not intended to govern the day-to-day business communications necessary between the Parties in performing their duties, in due course, under the terms of this Agreement.

12. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Waiver

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party of any right hereunder or the failure to exercise, or any delay in exercising a right or remedy provided by this Agreement or by law, or the waiver of a breach by the other Party, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.

14. Severability

If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by applicable law, (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intent of the parties as nearly as may be possible, and (b) the Parties agree to use their best efforts

to negotiate a provision, in replacement of the provision held invalid, illegal or unenforceable, that is consistent with applicable law and accomplishes, as nearly as possible, the original intention of the Parties with respect thereto. To the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision hereof prohibited or unenforceable in any respect.

15. Construction

Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term "including" as used herein shall mean including, without limiting the generality of any description preceding such term. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties, and no rule of strict construction shall be applied against either Party.

16. Third-Party Beneficiaries

Except as expressly provided in Section 6, nothing in this Agreement is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the Parties hereto and their successors and assigns, any rights, remedies, or other benefits under or by reason of this Agreement.

17. Complete Agreement

The terms and conditions of the Schedule attached hereto, is incorporated into this Agreement by reference and shall constitute part of this Agreement as if fully set forth herein; provided, however, that in the event of a conflict between the main body of this Agreement and any such Schedule, the terms of the main body shall control. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior agreements, writings, commitments, discussions and understandings between them. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein. No amendment, modification, release or discharge hereof shall be binding upon the Parties unless in writing and duly executed by authorized representatives of both Parties.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF each of the Parties has executed this Agreement on the date indicated below its signature.

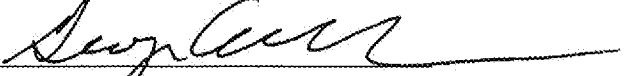
Transferor
Green Media Toolshed

By: 

Date: November 17, 2010

Print Name: Martin Kearns
Title: Executive Director

Recipient
GoodGuide, Inc.

By: 

Date: November 18, 2010

Print Name: George Consagra
Title: Chief Executive Officer

SCHEDULE A

SCORECARD PROGRAM DESCRIPTION

Program Description

The Scorecard Program is software that publishes a data base-backed website to provide environmental information that is geospatially and topically indexed. Scorecard's dynamic publication system generates web pages on-the-fly from an Oracle relational database management system, following programming instructions written in the scripting language tcl and the database query language SQL. The Scorecard software is the set of tcl page programs and associated database queries that define the functionality of the website. Two components of the Program have been released under open source licenses (geospatial bulletin board, practical mapping system). The Program also includes components of the open source Arsdigita Community System (user administration and tracking, personalization).

A description of the technology required to produce scorecard.org is available at <http://scorecard.org/about/txt/technology.html>.

Data Description

Scorecard organizes and publishes information about different environmental problems as "Layers." At the Closing Date, Scorecard Layers include toxic chemicals releases, lead hazards, Superfund, smog and particulates, hazardous air pollutants, clean water act, watershed indicators, animal waste, environmental justice, chemical profiles, health effects and regulations.

A description of the data included in scorecard.org is available at <http://scorecard.org/about/txt/data.html>.