

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
James Monsees		03/19/2007	INDIVIDUAL: UNITED STATES
Adam Bowen		03/19/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ploom, Inc.		
Street Address:	2415 3rd Street		
Internal Address:	# 271		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3823299	PLOOM	
CORRESPONDENCE DATA			
Fax Number:	(415)989-0932		
Email:	rpetersen@cbmlaw.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:	Russell C. Petersen		
Address Line 1:	44 Montgomery Street		
Address Line 2:	Suite 400		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Russell C. Petersen		
Signature:	/Russell C. Petersen/		
Date:	11/22/2011		

OP \$40.00 3823299

Total Attachments: 12

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PLOOM, INC.

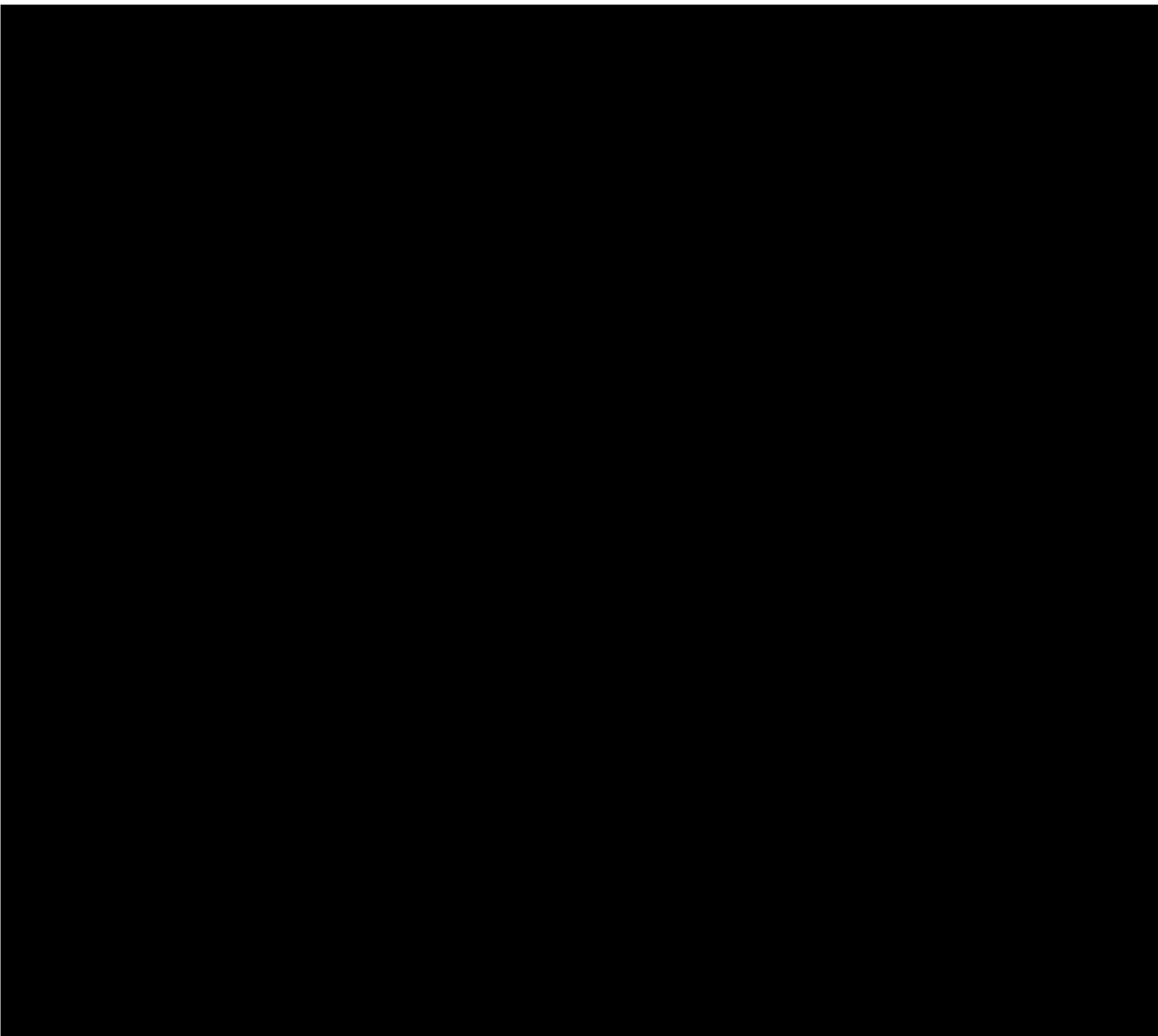
FOUNDER'S STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this 19th day of March, 2007, between Ploom, Inc., a Delaware corporation (the "Company"), and James Monsees (the "Purchaser").

In consideration of the mutual covenants and representations herein set forth, the Company and the Purchaser agree as follows:

1. Sale of Stock. The Company hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase an aggregate of [REDACTED] shares of the Company's Common Stock (the "Shares"), at the price of [REDACTED] per share (the "Purchase Price") [REDACTED]
[REDACTED]

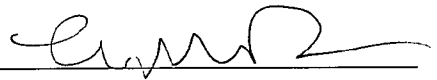
2. Payment of Purchase Price. The Company and Purchaser agree that the Purchase Price shall be paid by delivery by Purchaser of the executed Assignment Agreement in the form attached hereto as Exhibit A-1. [REDACTED]
[REDACTED]




IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PLOOM, INC.,
a Delaware corporation

PURCHASER:

By: 

By: 

Name: Adam Bowen

Name: James Monsees

Title: Chief Executive Officer

Address:

1600 NOE ST
SAN FRANCISCO CA 94131

Address:

1970 Fell St. Apt. 8
San Francisco, CA 94117

EXHIBIT A-1

ASSIGNMENT AGREEMENT

Assignment: Purchaser hereby assigns and agrees to deliver to the Company exclusively throughout the world all right, title and interest (choate or inchoate) in and to (i) the subject matter referred to in Schedule A-1, (ii) all precursors, portions and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask work rights and all other rights and all business, contract rights, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing; (iv) all derivative works, applications for registration, provisional applications, divisions, substitutions, continuations, continuations-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the foregoing (i), (ii) and (iii), as and to the extent applicable; (v) all claims known and unknown, past and future, against any third party relating thereto, and (vi) any right similar to those set forth in this subsection and any other proprietary rights relating to intangible property. (collectively the "Assets".)

2. **Moral Rights.** Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Purchaser hereby waives and agrees not to assert such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Purchaser shall confirm any such waivers and consents from time to time as requested by the Company.

3. **Further Assurances.** Purchaser agrees to assist the Company in every proper way to evidence and perfect the Assignment and from time to time, as may be necessary, to enforce, maintain and defend the Assets in any and all countries as the Company may designate from time to time. Purchaser will execute all documents the Company may request for such purposes.

In the event that the Company is unable for any reason whatsoever to secure Purchaser's signature on any document Purchaser is requested by the Company to execute pursuant to the foregoing, Purchaser hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and in Purchaser's behalf and in place of Purchaser, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Purchaser.

4. **Representations and Warranties:** Purchaser represents and warrants to the Company that, to the best of Purchaser's knowledge, Purchaser (a) is the sole owner of all right, title and interest in and to the Assets, (b) has not assigned, transferred, licensed, pledged or otherwise encumbered any interest in the Assets, or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the Assignment, and (d) is not aware of any actual or

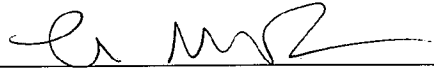
potential violation, infringement or misappropriation of any third party's rights (or any claim or potential claim thereof) by the Assets, or the production, use sale or other exploitation thereof.

5. **Consideration:** Delivery of the Shares shall be the only consideration required of the Company with respect to the subject matter of this Assignment Agreement.

6. **Miscellaneous:** This Assignment Agreement is not assignable or transferable by Purchaser without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other rights hereunder. This Assignment Agreement shall in all respects be construed in accordance with and governed by the laws of the State of California, as applied to contracts entered into and to be performed solely within the state, solely between residents of the state. The prevailing party in any action to enforce this Assignment Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Assignment Agreement are confidential to the Company. Any waiver or amendments hereto shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Assignment Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement on March 19, 2007.

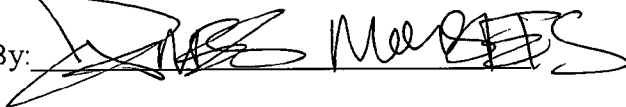
COMPANY

By: 

Name: Adam Bowen

Title: Chief Executive Officer

PURCHASER

By: 

Name: James Monsees

Schedule A-1

1. The following items of intellectual property:

- PCT/US2006/028039 July 18, 2006 PCT foreign patent application
11/000,000 July 11, 2006 USPTO non-provisional patent filing
60/700,105 July 19, 2005 USPTO provisional filing (priority date)
- 78934325 July 20, 2006 USPTO Trademark filing for "Ploom"
- ploomroom.com
- ploomonline.com

2. All other information and materials that has been created, discovered, developed or otherwise that has commercial value in the Company's business ("Other Proprietary Information"). For example, Other Proprietary Information includes, but is not limited to, software programs, other computer programs and copyrightable material, technical drawings, product ideas, trade secrets, concepts for resolving software development issues, data and know-how, inventions (whether patentable or not), improvements, business plans, marketing plans and customer lists relating to the Company's business.

PLOOM, INC.

FOUNDER'S STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this 19th day of March, 2007, between Ploom, Inc., a Delaware corporation (the "Company"), and Adam Bowen (the "Purchaser").

In consideration of the mutual covenants and representations herein set forth, the Company and the Purchaser agree as follows:

1. Sale of Stock. The Company hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase an aggregate of [REDACTED] shares of the Company's Common Stock (the "Shares"), at the price of [REDACTED] per share (the "Purchase Price") [REDACTED]
[REDACTED]

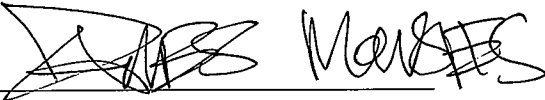
2. Payment of Purchase Price. The Company and Purchaser agree that the Purchase Price shall be paid by delivery by Purchaser of the executed Assignment Agreement in the form attached hereto as Exhibit A-1. [REDACTED]
[REDACTED]

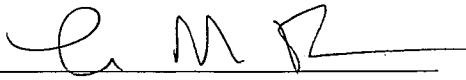
[REDACTED]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PLOOM, INC.,
a Delaware corporation

PURCHASER:

By: 

By: 

Name: James Monsees

Name: Adam Bowen

Title: President

Address:

1970 Fell St. Apt. 8
SAN FRANCISCO, CA 94117

Address:

1600 NUG STREET
SAN FRANCISCO CA 94131

EXHIBIT A-1

ASSIGNMENT AGREEMENT

Assignment: Purchaser hereby assigns and agrees to deliver to the Company exclusively throughout the world all right, title and interest (choate or inchoate) in and to (i) the subject matter referred to in Schedule A-1, (ii) all precursors, portions and works in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask work rights and all other rights and all business, contract rights, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing; (iv) all derivative works, applications for registration, provisional applications, divisions, substitutions, continuations, continuations-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the foregoing (i), (ii) and (iii), as and to the extent applicable; (v) all claims known and unknown, past and future, against any third party relating thereto, and (vi) any right similar to those set forth in this subsection and any other proprietary rights relating to intangible property. (collectively the "Assets".)

2. **Moral Rights.** Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Purchaser hereby waives and agrees not to assert such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Purchaser shall confirm any such waivers and consents from time to time as requested by the Company.

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In the event that the Company is unable for any reason whatsoever to secure Purchaser's signature on any document Purchaser is requested by the Company to execute pursuant to the foregoing, Purchaser hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and in Purchaser's behalf and in place of Purchaser, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Purchaser.

4. **Representations and Warranties:** Purchaser represents and warrants to the Company that, to the best of Purchaser's knowledge, Purchaser (a) is the sole owner of all right, title and interest in and to the Assets, (b) has not assigned, transferred, licensed, pledged or otherwise encumbered any interest in the Assets, or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the Assignment, and (d) is not aware of any actual or

potential violation, infringement or misappropriation of any third party's rights (or any claim or potential claim thereof) by the Assets, or the production, use sale or other exploitation thereof.

5. **Consideration:** Delivery of the Shares shall be the only consideration required of the Company with respect to the subject matter of this Assignment Agreement.

6. **Miscellaneous:** This Assignment Agreement is not assignable or transferable by Purchaser without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other rights hereunder. This Assignment Agreement shall in all respects be construed in accordance with and governed by the laws of the State of California, as applied to contracts entered into and to be performed solely within the state, solely between residents of the state. The prevailing party in any action to enforce this Assignment Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Assignment Agreement are confidential to the Company. Any waiver or amendments hereto shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Assignment Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement on March ____, 2007.

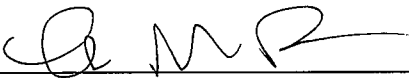
COMPANY

By: _____

Name: James Monsees

Title: President

PURCHASER

By:  _____

Name: Adam Bowen

Schedule A-1

1. The following items of intellectual property:

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11/000,000 July 11, 2006 USPTO non-provisional patent filing
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 - ploomroom.com
 - ploomonline.com
2. All other information and materials that has been created, discovered, developed or otherwise that has commercial value in the Company’s business (“Other Proprietary Information”). For example, Other Proprietary Information includes, but is not limited to, software programs, other computer programs and copyrightable material, technical drawings, product ideas, trade secrets, concepts for resolving software development issues, data and know-how, inventions (whether patentable or not), improvements, business plans, marketing plans and customer lists relating to the Company’s business.