

## 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
Future Search Holdings, Inc.		05/25/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	X1 Discovery, Inc.		
Street Address:	130 West Union Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2949219	X1	
CORRESPONDENCE DATA			
Fax Number:	6265352703		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ssar@idealab.com		
Correspondent Name:	Susan Sar		
Address Line 1:	130 West Union Street		
Address Line 4:	Pasadena, CALIFORNIA 91103		
NAME OF SUBMITTER:	Susan Sar		
Signature:	/Susan Sar/		
Date:	05/31/2012		
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif			

OP \$40.00 2949219

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Assignment**"), dated as of May 25, 2012 (the "**Effective Date**"), is entered into by and between Future Search Holdings, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, California 91103 ("**Assignor**") and X1 Discovery, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 ("**Assignee**").

WHEREAS, Assignor is the owner of the rights to the trademark "X1," including the registration set forth on Schedule 1;

WHEREAS, Assignee has been using the "X1" name continuously in connection with its products and services under that certain license agreement between Assignor and Assignee dated September 30, 2011 ("**License Agreement**");

WHEREAS, Assignor and Assignee desire to terminate the license with respect to the trademark "X1" under the License Agreement and enter into this Assignment;

NOW THEREFORE, for consideration of \$10.00 and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1) Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the intellectual property set forth in Schedule 1 (collectively, the "**Assigned IP**"), including any rights therein arising under federal, state, and common law trademark laws and proprietary rights therein; and all goodwill associated therewith; and all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Assigned IP.
- 2) Assignor and Assignee hereby agree that the license rights to the "X1" name set forth in section 2.2 of the License Agreement (referred to therein as the "**Licensed Marks**") are terminated herewith as of the Effective Date above, but for clarity, the remainder of the License Agreement remains unchanged and in full force and effect.
- 3) Upon Assignee's request, Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Assigned IP to Assignee and promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned IP.
- 4) ASSIGNOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES RELATING TO THE ASSIGNED IP, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS
- 5) General.
  - 5.1 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
  - 5.2 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise.
  - 5.3 Entire Assignment. This Assignment embodies the entire Assignment and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior and

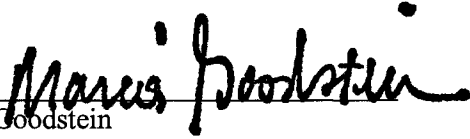
contemporaneous written or oral communications or agreements between the parties regarding the subject matter hereof and no amendment or addition hereto shall be deemed effective unless agreed to in writing by the parties hereto.

5.4 Counterparts. This Assignment may be executed in one or more counterparts each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment may be executed, and signatures may be delivered, electronically with the same effect as an original.

The parties hereto by their authorized representatives have duly executed this Assignment as of the Effective Date.

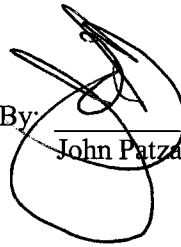
**"ASSIGNOR"**  
**FUTURE SEARCH HOLDINGS, INC.**  
a Delaware Corporation

By: \_\_\_\_\_  
Marcia Goodstein



**"ASSIGNEE"**  
**X1 DISCOVERY, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
John Patzakis



Schedule 1

**1) NAMES, MARKS, LOGOS**

Names, marks, logos using the words "X1" including under the U.S. trademark registration below:

<b>Mark</b>	<b>X1</b>
Serial Number	76532749
Registration Number	2949219