

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Share Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Threadsy, Inc.		11/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PeopleBrowsr, Inc.		
Street Address:	474 Bryant Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85481905	SWAYLO	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com, jdueck@fenwick.com, preid@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041-1990		
ATTORNEY DOCKET NUMBER:	B9033-00000-1409 THREADSY		
NAME OF SUBMITTER:	Pam Reid, Esq.		
Signature:	/pr/		

CH \$40.00 85481905

Date:

05/06/2013

Total Attachments: 34

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SHARE PURCHASE AGREEMENT

BY AND BETWEEN

PEOPLEBROWSR, INC.

AND

SPINCO, LLC

RELATING TO THE SALE OF

SWAYLO, INC.

DATED AS OF NOVEMBER 19, 2012

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of November 19, 2012, by and among PeopleBrowsr, Inc., a Delaware corporation with offices at 474 Bryant Street, San Francisco, CA 94107 (“Purchaser”), and Spinco, LLC, a Delaware limited liability company (“Seller”). Each of Purchaser and Seller is referred to herein individually as a “Party,” and collectively as the “Parties”.

RECITALS

A. Seller previously transferred to Swaylo all of the assets of the Business, including without limitation that certain License Agreement dated as of September 14, 2012 by and among Threadsy, Inc. (“Threadsy”), Shapley Acquisition Sub II, LLC, and Seller, pursuant to the Contribution and Distribution Agreement dated as of September 7, 2012 by and among Threadsy, Swaylo, Inc. (the “Company”) and Seller.

B. Seller owns 10,960,183 shares of common stock, par value \$0.00001 per share (the “Shares”) of the Company, which shares constitute all of the outstanding equity securities of the Company.

B. Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the Shares.

C. Concurrently with the execution and delivery of this Agreement, and as a material inducement to Purchaser to enter into this Agreement, Seller shall execute and deliver to Purchaser a voting and right of first refusal agreement in the form attached hereto as Exhibit A (the “Voting and Right of First Refusal Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties hereto), intending to be legally bound hereby, the Parties hereto hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Capitalized Terms. The following capitalized terms shall have the meanings set forth below:

(a) “Aggregate Employee Carve Out Cash Amount” means \$262,422.80.

(b) “Aggregate Employee Carve Out Stock Amount” means 13,224 shares of Purchaser common stock, par value \$0.001 per share.

(b) “Books and Records” means the books and records (in paper or electronic format) of the Business, including the sales records, reports on sales and business performance, customer and end user

lists and information, including customer email addresses, supplier lists and information, Company Product records, distributor and other sales information, copies of Company Contracts, and copies of policies and procedures regarding marketing and customer and end user support.

(c) “Business” shall mean all of the operations, activities, services and products of the Swaylo business operated by the Company, including those relating to the measurement of trends among different populations of users.

(d) “Closing” has the meaning set forth in Section 2.2.

(e) “Closing Date” means the date on which the Closing occurs.

(f) “Closing Date Balance Sheet” has the meaning set forth in Section 2.4(e).

(g) “Closing Date Value” has the meaning set forth in Section 2.1.

(h) “Code” means the U.S. Internal Revenue Code of 1986, as amended.

(i) “Company Assets” means and includes all of the properties, rights, interests and other tangible and intangible assets (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), of the Company related to, useful in or necessary to the Business. Without limiting the generality of the foregoing, the Company Assets shall include the following:

(i) the Books and Records;

(ii) the Company IP;

(iii) the Company Products, including all Product Software;

(iv) the Tangible Assets;

(v) all rights of the Company under the Company Contracts;

(vi) the Company Technology;

(vii) all marketing, promotional, marketing and advertising materials, brochures and presentations of the Company, including all advertising and website copy;

(viii) all Trademarks associated with the Business;

(ix) the Sites and all rights thereto;

(x) all goodwill associated with the Company Products and the Company;

(xi) any other assets, tangible or intangible, or rights of the Company related to, useful in or necessary to the Business or the Company Products. For the avoidance of doubt, the Company Assets shall not include the cash and cash equivalents of the Company or the accounts receivable of the Company, which the Parties agree the Company may distribute to Seller prior to the Closing.

(j) “Company Contracts” means those Contracts listed on Schedule 1.1(i) with any Company Contracts requiring a Consent indicated thereon.

(k) “Company Employee Plan” shall mean any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, welfare benefits, retirement benefits, fringe benefits or other Employee benefits or remuneration of any kind, whether written or unwritten, funded or unfunded, formal or informal, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, which is or has been maintained, contributed to, or required to be contributed to, by the Company or any of its ERISA Affiliates for the benefit of any of the Employees of the Business or with respect to which the Company or any of its ERISA Affiliates has or may have any liability or obligation.

(l) “Company IP” means all Intellectual Property Rights owned by the Company that are embodied by or would be infringed by the making, using, offering for sale, selling, importing or other exploitation of the Company Products, the Product Software or the Web Content, or by the operation of the Business, the material items of which are listed or described in Schedule 1.1(k).

(m) “Company Products” means the entire current line of products and services contained in the Business, as more fully described on Schedule 1.1(l) hereto.

(n) “Company Technology” shall mean all Technology owned by the Company, including the Technology constituting the Company Products and the Web Content, and including all Technology listed on Schedule 1.1(m), in each case to the extent owned by the Company.

(o) “Consent” means any consent, waiver, approval, permit, order or authorization of, or registration, declaration or filing with, any Person not a party to this Agreement.

(p) “Contract” shall mean any note, bond, mortgage, indenture, lease, contract, purchase order, insertion order, terms of service or sale, binding quote, covenant or other agreement, instrument or commitment, permit, concession, franchise or license, including any amendment or modifications made thereto, whether oral or written.

(q) “Disclosure Schedule” means the Disclosure Schedule of the Company dated as of the date hereof and attached hereto as Exhibit B.

(r) “Employee” means any current or former employee, contractor, consultant or advisor of the Company.

(s) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(t) “ERISA Affiliate” means such subsidiary of the Company and any other person or entity under common control with the Company or any of its subsidiaries within the meaning of Section 414(b), (c), (m) or (o) of the Code and the regulations issued thereunder.

(u) “GAAP” has the meaning set forth in Section 4.6.

(v) “Governmental Entity” means any court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission.

(w) “Indemnified Party” has the meaning set forth in Section 8.2.

(x) “Indemnifying Party” has the meaning set forth in Section 8.2.

(y) “Intellectual Property Rights” shall mean any or all of the following and all statutory and/or common law rights throughout the world in, arising out of, or associated therewith: (i) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof (collectively, “Patents”); (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology; (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks, trademark and service mark registrations and applications (collectively, “Trademarks”); (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in Software; (viii) rights to uniform resource locators, Web site addresses and domain names; (ix) any similar, corresponding or equivalent rights to any of the foregoing; and (x) all goodwill associated with any of the foregoing.

(z) “intentional misrepresentation” by a Person means such Person’s actual knowledge at the time a representation is made that such representation is false with an intent to make such false representation for the purpose of misleading the Person to whom such representation is made. The term “intentional misrepresentation” by a Person shall not mean merely the intent to make such representation without the actual knowledge that such representation is false or the intent to mislead the Person to whom such representation is made.

(aa) “Knowledge” or “Known” shall mean, with respect to Seller, the knowledge of Sabrina Riddle and Ehud (Udi) Nir, after reasonable inquiry of the Employees that would be reasonably expected to have knowledge of the matter in question.

(bb) “Legal Requirement” means any constitution, act, statute, law, ordinance, treaty, rule, regulation or official interpretation of, or judgment, injunction, order, decision, decree, license, permit or authorization issued by, any Governmental Entity.

(cc) “Liability” shall mean any debt, liability, indebtedness, duty, expense, claim, deficiency, guaranty, endorsement or other obligation of any type (whether known or unknown, whether asserted or unasserted, whether matured or unmatured, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential and whether due or to become due), including any liability for Taxes.

(dd) “Lien” shall mean any mortgage, pledge, lien, security interest, charge, claim, equity, encumbrance, restriction on transfer, conditional sale or other title retention device or arrangement (including a capital lease), transfer for the purpose of subjection to the payment of any indebtedness, or restriction on the creation of any of the foregoing, whether relating to any property or right or the income or profits therefrom.

(ee) “Loss” and “Losses” has the meaning set forth in Section 8.2.

(ff) “Officer’s Certificate” has the meaning set forth in Section 8.4.

(gg) “Open Source Materials” has the meaning set forth in Section 4.9(h).

- (hh) “Party” and “Parties” have the meaning set forth in the introductory paragraph hereto.
- (ii) “Person” means an individual, partnership, corporation, limited liability company, association, joint venture, trust, unincorporated organization or Governmental Entity.
- (jj) “Personally Identifiable Information” or “PII” has the meaning set forth in Section 4.9(t).
- (kk) “Privacy Policies” has the meaning set forth in Section 4.9(t).
- (ll) “Processing” has the meaning set forth in Section 4.9(x).
- (mm) “Product Software” means the current versions of all Company Software that is included in or part of the Company Products and that is listed on Schedule (mm).
- (nn) “Promissory Note” means the promissory note issued by Purchaser in favor of Seller in form attached hereto as Exhibit C.
- (oo) “Purchase Price” has the meaning set forth in Section 2.1.
- (pp) “Purchaser” has the meaning set forth in the introductory paragraph hereto.
- (qq) “Purchaser Shares Outstanding” means 5,939,321 shares of common stock of Purchaser, \$0.001 par value, comprised of the following: (i) 1,000,000 shares of common stock of Purchaser outstanding as of the Closing Date (including any instruments convertible into or exercisable for equity securities *plus* (ii) 4,345,389 shares of common stock of Purchaser issued to the stockholders of PeopleBrowsr (AUS) in connection with the consolidation of PeopleBrowsr (AUS) and the Purchaser; *plus* (iii) 593,932 shares of common stock of Purchaser constituting a stock pool reserve to be created in connection with the adoption of Purchaser’s 2012 Stock Plan.
- (rr) “Registered IP” means all United States, international and foreign: (i) patents and patent applications (including provisional applications) or service marks; (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks or service marks; (iii) registered copyrights and applications for copyright registration; (iv) domain name registrations; and (v) any other Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority.
- (ss) “Seller” has the meaning set forth in the introductory paragraph hereto.
- (tt) “Sites” shall mean all of the world wide web sites owned or controlled by the Company, including those located at the uniform resource locators set forth on Schedule 1.1(tt).
- (uu) “Software” means any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed. Software includes source code listings, documentation and user manuals.
- (vv) “Special Representations” has the meaning set forth in Section 8.1.

(ww) “Tangible Assets” means all tangible assets, including Technology, used in, related to or reasonably necessary for the operation of the Business, the material items of which are described on Schedule 1.1(ww).

(xx) “Tax” and “Taxes” means (i) any and all federal, state, local and foreign taxes, assessments, and other governmental charges, duties, impositions and liabilities, all of which are in the nature of a tax, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value-added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; (ii) any liability for the payment of any amounts of the type described in clause (i) above as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person or entity with respect to such amounts and including any liability for taxes of a predecessor entity.

(yy) “Tax Returns” means all forms required to be filed with a taxing authority.

(zz) “Technology” means all technology, including all know-how, show-how, or techniques, whether embodied in tangible form or practiced as part of the Business, design rules, trade secrets, inventions (whether or not patented or patentable), algorithms, routines, Software, files, databases, works of authorship, processes, devices, prototypes, schematics, netlist, mask works, test methodologies, documentation and hardware development tools.

(aaa) “Transactions” means the transactions contemplated by this Agreement.

(bbb) “Transfer Taxes” has the meaning set forth in Section 2.5.

(ccc) “Web Content” shall mean all content that is or has been displayed or available, or that has otherwise been prepared or developed to sell or market the Company Products and in each case that is embedded in the Company Products or Company Technology.

(ddd) “Voting and Right of First Refusal Agreement” has the meaning set forth in the recitals of this Agreement.

1.2 Construction. For purposes of this Agreement, the Parties hereto agree that:

(a) whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and neuter genders, the feminine gender will include the masculine and neuter genders, and the neuter gender will include the masculine and feminine genders;

(b) the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation”;

(c) all references in this Agreement to “Schedules,” “Sections” and “Exhibits” are intended to refer to Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated;

(d) the headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement;

(e) each Party has been represented by counsel during the negotiation and execution of this Agreement and, therefore, each waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document; and

(f) each representation, warranty and covenant herein shall have independent significance so that if any Party has breached any representation, warranty or covenant in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

ARTICLE 2

PURCHASE AND SALE OF THE SHARES

2.1 Purchase and Sale of the Shares. Subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Seller agrees to sell and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Shares, at a purchase price consisting of (i) 105,562 validly issued, fully paid and nonassessable shares of the common stock of Purchaser, \$0.001 par value, which number of shares represents 2% of the Purchaser Shares Outstanding less the Aggregate Employee Carve Out Stock Amount (the "Purchase Price Shares"), which Purchase Price Shares shall be delivered to Seller within 45 days following the Closing Date, and (ii) the Promissory Note, which shall have a principal amount of \$1,500,000 *less* those costs and expenses set forth on Schedule 2.1(ii) attached hereto *less* the Aggregate Employee Carve Out Cash Amount and shall be delivered to Seller at the Closing (which together with the Purchase Price Shares shall be the "Purchase Price"). The Parties agree that the per share value of the Purchase Price Shares delivered pursuant to this Section 2.1 shall be equal to the fair market value of one share of Purchaser common stock as reflected in the first 409A valuation obtained by Purchaser following the Closing; *provided, however*, in the event no 409A valuation is obtained by Purchaser within 90 days of the Closing, such fair market value shall, for purposes of this Agreement, be deemed to be \$1.65, the amount determined by dividing \$10,000,000 by 6,058,108 (the "Closing Date Value").

2.2 Closing. The closing of the purchase and sale of the Shares (the "Closing") shall take place via the exchange of .pdf signature pages, on the date of this Agreement, or at such other time and place as Purchaser and Seller shall agree in writing. The date of the Closing is hereinafter referred to as the "Closing Date."

2.3 Shares Delivery. Subject to the terms and conditions of this Agreement, at the Closing, Seller will deliver to Purchaser a stock certificate or certificates representing the Shares, duly endorsed for transfer to Purchaser, or accompanied by duly executed stock powers, against payment of the Purchase Price therefor by delivery of the Promissory Note and the obligation to deliver the Purchase Price Shares.

2.4 Deliveries at Closing. In addition to and in accordance with the obligations of Seller set forth under Section 2.3, at the Closing, Seller shall deliver, or cause to be delivered by the Company, to Purchaser:

- (a) fully-executed counterparts to the Collateral Agreements;
- (b) copies of the Books and Records, and any filings and other documentation relevant to the Business;

(c) written Consents for each Contract indicated as requiring consent on Schedule 1.1(ccc) hereto;

(d) fully-executed counterpart to the Voting and Right of First Refusal Agreement from Seller;

(e) a balance sheet for the Business as of the date of Closing, prepared on a basis consistent with the Financial Statements (the "Closing Date Balance Sheet"), a draft of which shall have been delivered to Purchaser prior to Closing;

(f) a certificate executed by Seller, certifying as of the date of Closing that (i) the representations and warranties of Seller contained in this Agreement are true and correct in all material respects; and (ii) Seller has performed in all material respects all covenants and agreements under this Agreement required to be performed on or before the Closing Date; and

(g) such other instruments and documents as shall be reasonably requested by Purchaser in connection with this Agreement and the consummation of the Transactions.

2.5 Transfer Taxes. All sales, use, value-added, gross receipts, excise, registration, stamp duty, transfer, documentary or other similar taxes or governmental fees ("Transfer Taxes") imposed or levied by reason of, in connection with or attributable to this Agreement shall be borne solely by Purchaser.

2.6 Expenses. Except as otherwise provided herein, each Party shall be solely responsible for its own costs and expenses (including those of its employees and attorneys' and other advisors' fees) incurred in negotiating and consummating the Transactions.

2.7 Withholding Taxes. Notwithstanding any other provision in this Agreement, Purchaser shall have the right to deduct and withhold Taxes from any payments to be made hereunder if such withholding is required by law and to request any necessary Tax forms, including Form W-9 or the appropriate series of Form W-8, as applicable, or any similar information, from the direct or indirect recipients of payments hereunder. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the recipient of the payment in respect of which such deduction and withholding was made.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

3.1 Seller has the full right, power and authority to enter into and perform Seller's obligations under this Agreement. All corporate action on the part of Seller necessary for the execution of this Agreement and the performance of Seller's obligations hereunder has been taken or will be taken prior to the Closing. This Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.2 No consent, approval or authorization of or designation, declaration or filing with any third party or any governmental authority is required on the part of Seller in connection with the valid execution and delivery of this Agreement or the performance of Seller's obligations hereunder, other than consents, approvals or authorizations that have been obtained or will have been obtained prior to the Closing.

3.3 Seller is the sole record and beneficial owner of the Shares and has, and at the Closing will have, the full right, power and authority to sell and transfer the Shares hereunder, free and clear of any lien, encumbrance, option, charge, equitable interest or restriction.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER REGARDING THE COMPANY

Seller further represents and warrants to Purchaser, as qualified by such exceptions as are specifically set forth in the Disclosure Schedule, as follows:

4.1 Qualification; Subsidiaries.

(a) The Company is duly qualified or licensed to do business, to perform its obligations under all Contracts by which it is bound and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary. Section 4.1(a) of the Disclosure Schedule lists each jurisdiction in which the Company is qualified to do business.

(b) The operation of the Business is not now, and has never been, conducted under any name other than Swaylo.

(c) The Company does not own or control, directly or indirectly, any interest in any corporation, association or other business entity. The Company is not a participant in any joint venture, partnership or other arrangement involving joint ownership of assets and sharing of profits.

4.2 Authorization of Transactions. The Company has all requisite power and authority to enter into this Agreement and any related agreements to which it is a party. No further actions are required on the part of the Company to authorize this Agreement, or any related agreements to which it is a party. The Company does not need the approval of any other Person to approve this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

4.3 Noncontravention. The execution and delivery of this Agreement and any related agreements by the Company does not, and the performance of this Agreement and any related agreements by the Company will not, (a) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to the Company or by which any of the properties of the Company is bound or affected, or (b) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair the rights of the Company or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Company Assets pursuant to any Contract or other obligation to which the Company is a party or by which the Company or the Company Assets are bound or affected.

4.4 Consents. No Consent of any Governmental Entity or any third party is required by the Company in connection with the execution and delivery of this Agreement or any related agreements, except for those Contracts specifically noted as requiring consent on Schedule 1.1(ccc) hereto.

4.5 Ownership of the Business. The Company is the sole owner of the Business. No Person other than the Company has any right to the revenue or profits, or is liable for the debts, obligations and expenses, of the Company.

4.6 Financial Information. The Company has provided to Purchaser complete and correct copies of the bank statements of the Company since inception and copies of the invoices payable by the Company current as of the date hereof (the “Invoices Payable”). The Company has no Liability of any type, whether accrued, absolute, contingent, matured, unmatured or other (whether or not required to be reflected in financial statements in accordance with GAAP), except Liabilities which individually or in the aggregate (i) have been reflected in the Invoices Payable (to the extent of such reflection or disclosure), or (ii) are executory obligations arising in the ordinary course of business (and not as a result of the breach of any Contract identified in the Disclosure Schedule) or from advisory services in connection with the transactions contemplated hereby.

4.7 Restrictions on Transactions or Business Activities. There is no agreement (noncompetition, field of use, most favored nation or otherwise), commitment, judgment, injunction, order or decree to which the Company is a party or which is otherwise binding upon the Company or relates to the Business or the Company Assets which has or reasonably could be expected to have the effect of prohibiting or impairing (a) any practice of the Company, (b) any acquisition of property (tangible or intangible) by Purchaser in connection with the operation of the Business or the Company Assets, or (c) the conduct of the Business or (d) the Transactions. Without limiting the foregoing, the Company has not entered into any agreement under which the operations of the Business are restricted or which places any restrictions upon the Company with respect to selling, licensing or otherwise using or distributing any of the Company Products or the Company Technology to or providing services to, customers or potential customers or any class of customers, in any geographic area, during any period of time or in any segment of the market.

4.8 Title of Properties; Absence of Liens and Encumbrances; Condition. The Company has good and valid title or license to all of the Company Assets, free and clear of any Liens. The Tangible Assets are in good condition and repair, subject to normal wear and tear. After the Closing, the Company shall be able to use the Company Assets and exercise, and enjoy the benefits of, the Company Assets in substantially the same manner as prior to the Closing without infringing the rights of any third party. The Company Assets are usable for their intended purposes, are free from defects and conform in all material respects to all applicable statutes, ordinances and regulations relating to their development, use and operation.

4.9 Intellectual Property.

(a) Section 4.9(a) of the Disclosure Schedule lists all Company IP that is Registered IP. All such Registered IP is currently in compliance with formal Legal Requirements (including payment of filing, examination and maintenance fees and proofs of use), is valid and enforceable, and is not subject to any unpaid maintenance fees or actions related to registration and falling due within ninety (90) days after the Closing Date. There are no proceedings or actions Known to the Company before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any such Registered IP. The Company has not claimed any status in the application for or registration of any Registered IP, including “small business status,” that would not be applicable to Purchaser.

(b) All schedules attached to this Agreement and listing or describing the Company Products, the Company IP and the Company Technology are accurate.

(c) The Company IP together with any Intellectual Property Rights licensed from a third party to Company constitutes all of the Intellectual Property Rights that are used in or necessary for the

current operation of the Business or use of the Company Assets and for the Company to market, modify, develop, license, support, and maintain the Company Products after Closing in each case in the manner previously performed by Company. The Company Technology together with any Technology licensed from a third party to Company constitutes all of the Technology used in or necessary for the current or reasonably anticipated future operation of the Business or use of the Company Assets, and for the Company to market, modify, develop, license, support and maintain the Company Products after Closing in each case in the manner previously performed by Company.

(d) The Company does not own or have any interest in any Patents or other Registered IP other than the Patents and other Registered IP included in the Company Assets. None of the Patents included in the Company Assets, or any Patents related thereto, are subject to a terminal disclaimer.

(e) The Company owns exclusively, and has good and marketable title to, all works of authorship and all associated copyrights that are used or embodied in, and all other Intellectual Property Rights in and to, the Company Technology, and no other Person has any other rights thereto. All Company Assets shall be fully transferable and alienable by the Company.

(f) To the extent that any Company IP, Company Products or item of Company Technology was originally owned or created by or for any third party, including any Employee: (i) the Company has a written agreement with such third party or parties with respect thereto, pursuant to which the Company has obtained complete, unencumbered and unrestricted ownership and is the exclusive owner of, all such Products, Technology and Intellectual Property Rights by valid assignment or otherwise and has requested the waiver of all non-assignable rights, including all moral rights; (ii) the transfer from Seller to Purchaser hereunder does not violate such third-party agreements; (iii) such third parties have not retained and do not have any rights or licenses with respect to the Company IP, Company Products or Company Technology; and (iv) no basis exists for any third party to challenge or object to the Transactions. No third party who has licensed any Intellectual Property Rights to the Company has ownership rights or license rights to modifications or improvements made by the Company in the technology embodying such Intellectual Property Rights.

(g) No Company Asset that is owned by the Company and excluding the Company Contracts is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation that restricts in any manner the use, transfer or licensing thereof or that may affect the validity, use or enforceability of the Company Assets.

(h) Section 4.9(h) of the Disclosure Schedule lists all software or other material that is distributed as “free software”, “open source software” or under a similar licensing or distribution model (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Affero General Public License (AGPL), Mozilla Public License (MPL), BSD license, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License) (collectively, “Open Source Materials”) and that has been distributed by Company or incorporated into any Company Product, Product Software or Company Technology in any way and describes the manner in which such Open Source Materials were distributed or incorporated (such description shall include whether (and, if so, how) the Open Source Materials were modified and/or distributed by the Company). The Company has not used Open Source Materials in any manner that would or could reasonably be expect to (i) require the disclosure or distribution in source code form of any Company Product or Company Technology, (ii) require the licensing of any Company Product or Company Technology for the purpose of making derivative works, (iii) impose any restriction on the consideration to be charged for the distribution of any Company Product or Company Technology, (iv) create, or purport to create, obligations for the Company (or any successor) with respect to Intellectual Property Rights owned by or purported to be owned by the Company or grant, or purport to grant, to any

third party, any rights or immunities under Intellectual Property Rights owned by or purported to be owned by the Company, or (v) impose any other limitation, restriction, or condition on the right of the Company to use or distribute any Company Product, Product Software or Company Technology. With respect to any Open Source Materials that are or have been used by the Company in any way, the Company has been and is in compliance with all applicable licenses with respect thereto.

(i) Neither this Agreement nor the Transactions, including the assignment to Purchaser, by operation of law or otherwise, of any Contracts to which the Company is a party, will result in (i) Purchaser granting to any third party any right to or with respect to any Technology or Intellectual Property Rights owned by Purchaser, (ii) Purchaser being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses, or (iii) Purchaser being obligated to pay any royalties or other amounts to any third party other than those royalties or other amounts due under the Company Contracts or otherwise paid by Company in the ordinary course of its business.

(j) Section 4.9(j) of the Disclosure Schedule lists all Contracts to which the Company is a party (i) related to the licensing or acquisition of any third party Intellectual Property Rights or Technology related to or used in the Business or incorporated into the Company Products, Product Software or Company Technology, other than “shrink-wrap” or similar object code-only licenses for commercially available Software the license fee for which is less than \$10,000, or (ii) related to the licensing or sale of any Company IP other than non-exclusive object code-only licenses granted by the Company in the ordinary course pursuant to the Company’s standard form of license agreement attached to Section 4.9(j) of the Disclosure Schedule.

(k) No third party possesses any copy of any source code for any Product Software or other Software owned by Company and included in the Company Assets.

(l) The Company has taken reasonable steps to protect its rights in the confidential information and trade secrets associated with, related to or included in the Company Assets. To the Knowledge of Seller, no Person is infringing or misappropriating the Company IP or Company Technology.

(m) The Company has and enforces a policy requiring each Employee to execute a proprietary rights and confidentiality agreement substantially in the form set forth in Section 4.9(m) of the Disclosure Schedule. All Employees have executed such an agreement assigning all of such Employees’ rights in and to the Company Technology and the Company IP to the Company. The Company Assets do not include any inventions of any of the Employees made prior to their employment by the Business.

(n) The Company Products, the Product Software, and any other Technology or Software included in the Company Assets, did not and do not to Seller’s Knowledge (i) infringe or misappropriate the Intellectual Property Rights of any other Person, (ii) violate the rights of any other Person (including rights to privacy or publicity), or (iii) constitute unfair competition or trade practices under the laws of any jurisdiction.

(o) The Company has not received a written notice from any Person claiming that the Company Assets infringe, misappropriate or violate the Intellectual Property Rights or other rights of any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction (nor does the Company have Knowledge of any basis therefor).

(p) There are no Contracts between the Company and any other Person with respect to Company IP or the Company Assets under which there is any material dispute or any threatened dispute regarding the scope of such Contract or performance under such Contract.

(q) To the extent that the Company has distributed or licensed any Company Product to an end user pursuant to any form of encryption key: (i) the Company has a written agreement with each such end user requiring such end user to protect the confidentiality of such key; (ii) the Company has delivered to Purchaser a true and complete list of all third parties who have had access to any such keys; and (iii) no third party has had access to any such keys, except pursuant to clause (i) above.

(r) The Company has taken reasonable steps and implemented reasonable procedures (based on standard industry practices) to ensure that the Company Products and the Product Software are free from material viruses and other disabling codes.

(s) Section 4.9(s) of the Disclosure Schedule contains a true and complete description of the current and any prior privacy policy(ies) of the Company related to “Personally Identifiable Information” or “PII” (collectively, “Privacy Policies”) concerning any individual, including but not limited to current, former or potential customers, employees, or agents. “Personally Identifiable Information” or “PII” means any information that alone or in combination with other information held by the Company, whether obtained online or offline, can be used to specifically identify a person.

(t) The Privacy Policies and all other representations, marketing materials, and advertisements that address privacy issues and the treatment of PII that are in each case issued by the Company, accurately describe the information practices of the Company in regard to PII that it collects, maintains, controls, stores, accesses, transfers, processes, uses or discloses (collectively, “Processing”). To the Knowledge of Seller, the Company has complied with the Privacy Policies, all applicable laws, regulations, Contracts and other obligations related to processing of PII. To the Knowledge of Seller, the Company has given all notices, made all disclosures, and obtained all necessary consents related to Processing of PII required by the Privacy Policies, applicable laws, regulations and Contracts and no such notices, disclosures or consent requests have been inaccurate, misleading or deceptive. To the Knowledge of Seller, the Company has not collected any information online from children who it knows or has reason to know are under the age of 13 without verifiable parental consent or directed any of its Sites’ content to children under the age of 13 through which such information could be obtained.

(u) The Company has stored and maintained PII in a manner, using commercially reasonable physical, administrative and technical measures designed to assure the integrity and security of the data and to prevent unauthorized: loss, alteration, corruption, misuse and unauthorized access to PII. To the Knowledge of Seller, there has been no unauthorized access to, acquisition of, or disclosure of PII.

(v) To the Knowledge of Seller the transfer of PII under this Agreement complies with all applicable laws and regulations relating to such transfer and with the Privacy Policies, Contracts and other obligations in regard to PII.

(w) The Company has not received any claims, notices or complaints regarding the information practices and Processing of PII of the Company. Section 4.9(w) of the Disclosure Schedule sets forth the privacy seal program (e.g., TRUSTe, BBBOnline) in which the Company or the Sites is a member; if any of them are a member of any such seal program, the Company and/or the Sites, as applicable, are in compliance with the requirements of such program.

(x) The Company has accurately described in the Privacy Policies, Contracts and other materials the use of cookies, web beacons and other online tracking resources of the Company.

4.10 Brokers’ and Finders’ Fees. Except as set forth in Section 4.10 of the Disclosure Schedule, the Company has not incurred, nor will the Company incur, directly or indirectly, any liability for brokerage

or finders' fees or agents' commissions or investment bankers' fees or any similar charges in connection with this Agreement or the Transactions.

4.11 Company Contracts. The Company Contracts are all of the Contracts between the Company and any third party related to, or necessary for, the operation of the Business and the Company Assets, and true and complete copies of all such Contracts have been delivered to Purchaser. Each Company Contract is in full force and effect and the Company is not subject to any default thereunder, nor is any party obligated to the Company pursuant to any such Company Contract subject to any default thereunder. The Company has not breached, violated or defaulted under, nor received notice that they have breached, violated or defaulted under, any of the terms or conditions of any Company Contract. The Company has obtained all necessary consents, waivers and approvals of parties to any Company Contract as are required thereunder in connection with the Closing, or for any such Company Contract to remain in full force and effect without limitation, modification or alteration after the Closing. Following the Closing, the Company will be permitted to exercise all of the rights the Company had under the Company Contracts without the payment of any additional amounts or consideration.

4.12 Complete Copies of Materials. The Company has delivered true and complete copies of each existing document that has been requested by Purchaser or its counsel.

4.13 Company Assets. The Company Assets comprise all of the tangible and intangible assets, properties and rights of every type and description (other than real property) used in or necessary to the operation of the Business by the Company following the Closing.

4.14 Operational Licenses. Section 4.14 of the Disclosure Schedule lists all permits, government approvals, licenses, clearances and Consents necessary for the conduct of the Business. The Company currently holds and has provided to Purchaser true and complete copies of all such permits, government approvals, licenses, clearances and Consents.

4.15 Litigation. There is no action, suit, proceeding, claim, arbitration or any investigation pending or, to the Knowledge of Seller, threatened before any court or administrative agency against the Company that relates directly or indirectly to the Business, any Company Asset or any Employee, or that questions the validity of this Agreement or of any action taken or to be taken pursuant to or in connection with the Transactions. There is no judgment, decree or order against the Company or the Business, or any of the Company Assets.

4.16 Employee Benefits.

(a) Section 4.16(a) of the Disclosure Schedule contains a complete and accurate list of the Employees employed as of the Closing and shows with respect to each such Employee (i) the Employee's name, position held, all remuneration payable and other benefits provided by the Company or which the Company is bound to provide (whether at present or in the future) to each such Employee, or any person connected with any such person, and includes, if any, particulars of all profit sharing, incentive and bonus arrangements to which the Company is a party, whether legally binding or not, (ii) the date of hire, (iii) vacation eligibility for the current calendar year, (iv) leave status (including type of leave, expected return date for non-disability related leaves and expiration dates for disability leaves), (v) visa status, and (vi) any Known or recorded performance issues (including any violations of ethical rules or codes of conduct), incidents of violence or drug abuse, or criminal record of such Employee. The Company has no Employee Benefit Plan as defined in ERISA.

(b) No payment or benefit which will or may be made by the Company or the Seller on behalf of the Company or its ERISA Affiliates with respect to any "disqualified individual" (as defined in

Code Section 280G and the regulations thereunder) will be characterized as a “parachute payment,” within the meaning of Section 280G(b)(2) of the Code.

4.17 Compliance with Applicable Laws.

(a) The Company, the Company Assets and the Business are in compliance in all material respects with all applicable Legal Requirements, including laws, statutes, codes, regulations, standards, guidelines, guidance documents, and directives or consents (including consent decrees and administrative orders) at any time in effect, including all applicable regulations promulgated by the Federal Trade Commission and U.S. Bureau of Industry and Standards. No investigation or review by any Governmental Entity or self-regulatory entity with respect to the Company is pending or, to the Knowledge of Seller, threatened.

(b) The Company has obtained and has in effect all permits, licenses and other authorizations which are required with respect to the operation of the Business and the ownership of the Company Assets. The Company is in compliance in all material respects with all terms and conditions of such permits, licenses and authorizations, no proceeding is pending or, to the Knowledge of Seller, threatened, to revoke or limit any thereof, and to the Knowledge of Seller there is no basis for any such proceeding and the consummation of the Transactions will not result in the non-renewal, revocation or termination of any such license or permit.

(c) The Company is conducting and has conducted the export transactions of the Business in accordance with all applicable export and re-export control laws of the United States and all applicable import/export control laws in other countries in which the Business operates. Without limiting the foregoing:

(i) The Company has obtained, and is in compliance with, all export licenses, license exceptions and other consents, notices, permits, waivers, approvals, orders, authorizations, registrations, declarations, classifications and filings with any Governmental Entity required for (A) the export and re-export of products, services, software and technologies of the Business and (B) releases of technologies and software to foreign nationals located in the United States and abroad (“Export Approvals”).

(ii) There are no pending or, to the Knowledge of Seller, threatened claims or legal actions against the Company alleging a violation of such Export Approvals or the export control laws of any Governmental Entity.

(iii) To Seller’s Knowledge, no Export Approvals are required by the consummation of the Transactions.

4.18 Tax Matters.

(a) The Company has prepared and timely filed all required Tax Returns for all periods ending on or prior to the Closing Date relating to any and all Taxes concerning or attributable to the Company Assets or the Business, for which the due date for filing such Tax Returns was prior to the Closing Date, and such Tax Returns are true and correct and have been completed in accordance with applicable Legal Requirements.

(b) The Company has timely paid all Taxes due and owing prior to the Closing that are attributable to the Company Assets or the Business and timely paid or withheld and paid over to the

appropriate Governmental Entities with respect to its Employees and other third parties all income taxes, social security and national insurance contributions and other Taxes required to be withheld.

(c) None of the Company Assets are or shall be subject to any Liens, by reason of any Taxes arising out of (i) the Business as conducted by the Company prior to the Closing or (ii) any other operations or activities of the Company prior to the Closing.

(d) The Company has not executed any waiver of any statute of limitations on or extending the period for assessment or collection of any Tax attributable to the Company Assets or the Business.

4.19 Certain Relationships. No Employee (nor any immediate family member or affiliate of any Employee) has or has had, directly or indirectly, any financial interest in any Person with any contractual or business relationship with the Business, including any party to any of the Company Contracts.

4.20 Product Warranties. Each product, sold, leased, or licensed by the Company has been done so in material conformity with all applicable contractual commitments and all express and implied warranties, and the Company has no liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against the Company giving rise to any liability) for replacement or repair thereof or other damages in connection therewith. No product sold, leased, distributed, licensed or delivered by the Company is subject to any guaranty, warranty, or other indemnity beyond the Company's applicable standard terms and conditions of sale, license or lease or beyond that implied or imposed by applicable Legal Requirements. Section 4.20 of the Disclosure Schedule includes copies of the standard terms and conditions of sale, license and lease for the Business.

4.21 No Insolvency. There is not outstanding any:

- (i) appointment of a receiver over the whole or part of the assets of the Company;
- (ii) petition or order for administration of the Company under any federal or state bankruptcy, insolvency or similar law; or
- (iii) voluntary arrangement between the Company and any of the Company's creditors under any federal or state bankruptcy, insolvency or similar law.

4.22 Disclosure. No statement made by Seller in this Agreement, or in the exhibits and schedules attached hereto or in any certificate or schedule furnished or to be furnished by or on behalf of Seller to Purchaser pursuant to this Agreement, when all such documents are read together in their entirety, contains any untrue statement of a material fact or omits to state a material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements contained herein or therein not misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

5.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Authorization of Transaction. Purchaser has all requisite power and authority to execute and deliver this Agreement and the Voting and Right of First Refusal Agreement and to perform its obligations

hereunder and thereunder. The execution and delivery by Purchaser of this Agreement, and the Voting and Right of First Refusal Agreement and the consummation by Purchaser of the Transactions have been duly and validly authorized by all necessary corporate action on the part of Purchaser. This Agreement and the Voting and Right of First Refusal Agreement have been duly and validly executed and delivered by Purchaser and (assuming due authorization, execution and delivery by Seller) constitute valid and binding obligations of Purchaser.

5.3 Capitalization. The authorized capital of the Company consists, immediately prior to the Closing, of 10,000,000 shares of common stock, \$0.001 par value per share (the "Common Stock"), 5,939,321 shares of which are issued and outstanding immediately prior to the Closing. All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws. The Company intends to implement a 2012 Stock Plan with an initial share reserve of 593,932 shares of Common Stock.

5.4 Contract Matters. Purchaser has disclosed in writing to Seller in Schedule 5.4 information relating to any its inability to continue its operations in the event it does not reach a mutually agreeable resolution to key data supply sources which it currently has rights to; *provided, however*, Purchaser agrees that such disclosure shall not in any way modify its obligations pursuant to this Agreement and all other agreements entered into in connection with the transaction contemplated hereby, including without limitation the Promissory Note.

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 Confidentiality of Agreement and Public Announcements.

(a) Seller acknowledges that included in the Company Assets are certain Technology, Intellectual Proprietary Rights and other confidential and/or proprietary information that have been used, and have commercial value, in the Business and accordingly have been treated by the Company as confidential. All such information, and all information regarding this Agreement and the Transactions (collectively, the "Confidential Information"), shall be kept confidential by Seller. On and after the Closing Date, Seller will keep in strictest confidence and trust all Confidential Information and neither Seller nor any of its employees, affiliates or related Persons will, without Purchaser's prior written consent, use or disclose any Confidential Information, except to the extent (i) necessary to comply with any Legal Requirements in connection with Seller's ownership of the Shares on or prior to the Closing Date, such as the filing of income tax returns or reports or (ii) any of them become legally compelled (e.g., by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, in which case, Seller will provide Purchaser with prompt written notice so that Purchaser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6.1(a). If such protective order or other remedy is not obtained or Purchaser waives compliance with the provisions of this Section 6.1(a), Seller will furnish only that portion of the Confidential Information which is legally required.

(b) Except as provided in Section 6.1(c), each Party hereto agrees that this Agreement and every provision hereof shall be strictly confidential and shall not be disclosed to any other person other than: (i) with the written consent of the other Party; (ii) if it is required by Legal Requirements; (iii) if it is

made pursuant to existing contractual obligations; or (iv) if it is required by any rule or regulation of any securities exchange or regulatory or governmental body whether or not this has the force of law.

(c) Notwithstanding the foregoing, the confidentiality obligations set forth in Section 6.1(b) shall not prevent or restrict Purchaser in any way from announcing to or otherwise notifying third parties at any time that it has purchased the Shares (provided that such announcements or notifications shall not include any terms of this Agreement) and introducing itself as successor.

6.2 Remedies. If any of the obligations set forth in Section 6.1 with respect to confidentiality or use of Confidential Information hereunder are breached, Purchaser shall be entitled to seek equitable relief to protect its interest therein, including injunctive relief, as well as money damages.

ARTICLE 7 **COVENANTS**

7.1 Additional Documents and Further Assurances. To the extent reasonably necessary, following the Closing and without demanding further consideration therefor (but at Purchaser's sole expense), Seller shall, and shall cause the Employees and agents (including any named inventors on any Patents included in the Company Assets) of the Business, to provide Purchaser with reasonable access to relevant information, to provide Purchaser with reasonable cooperation and assistance in the enforcement or prosecution of any Company IP and otherwise to execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the Transactions, including without limitation, taking any appropriate actions required to ensure the legal transfer of the Company IP from Seller to the Company. Assistance under this Section 7.1 may include execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a jurisdiction-by-jurisdiction and/or a country-by-country basis and such other instruments of sale, transfer, conveyance, and assignment as Purchaser or its counsel may reasonably request.

7.2 Employee Carve Out Payment. Purchaser hereby agrees that the employees, former employees and consultants of the Company set forth on Schedule 7.2 (the "Participants") shall be entitled to receive (i) 50% of their respective allocations of the Aggregate Employee Carve Out Cash Amount set forth adjacent their names under the column entitled "Adjusted Cash Allocation" on Schedule 7.2 on the 12 month anniversary of the Closing Date; (ii) the remaining 50% of their respective allocations of the Aggregate Employee Carve Out Cash Amount set forth adjacent their names under the column entitled "Adjusted Cash Allocation" on Schedule 7.2 on the 18-month anniversary of the Closing Date; and (iii) fully vested options to purchase the number of shares of Purchaser common stock set forth adjacent their names under the column entitled "Adjusted Option Grant" on Schedule 7.2 having an exercise price equal to the Closing Date Value, which options shall be issued and delivered to the Participants within 45 days of the Closing Date. Purchaser agrees to take promptly all actions necessary to effect the foregoing allocations to the Participants.

ARTICLE 8 **SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

8.1 Survival of Representations and Warranties. The representations and warranties of Seller and the Company contained in this Agreement, or in the certificate delivered pursuant to Section 2.4(f) of this Agreement (the "Closing Certificate"), shall survive the Closing and continue in full force and effect until and terminate upon the end of the day on the date (18) months following the Closing Date (the "Survival

Date”); provided, however, that the following representations and warranties (the “Special Representations”) shall survive for longer periods as follows: (a) the representations and warranties contained in Section 3.1, Section 3.3, and Section 4.2 of this Agreement shall survive until the expiration of the applicable statute of limitations; and (b) in the event of fraud or intentional misrepresentation by or on behalf of Seller or the Company with respect a representation, warranty or covenant contained in this Agreement or in the Closing Certificate (a “Fraud Claim”), such representation, warranty or covenant shall survive until expiration of the applicable statute of limitations. The representations and warranties of Purchaser contained in this Agreement, or in any certificate or other instrument delivered pursuant to this Agreement, shall terminate at the Closing. If a claim for indemnification under Section 8.2 arises on or before the Survival Date or other applicable date of expiration and Purchaser delivers a notice of such claim prior to the Survival Date or other applicable date of expiration, then the claims contained in such notice shall survive for the benefit of all Indemnified Parties beyond the Survival Date or other applicable date of expiration until such claims are settled or otherwise resolved.

8.2 Indemnification. Subject to the limitations set forth in this ARTICLE 8, Seller and its successors and assigns (the “Indemnifying Party”) will indemnify and hold Purchaser and each of Purchaser’s subsidiaries and other affiliates, and their respective officers, directors, employees, agents and representatives (the “Indemnified Parties”), harmless against all claims, losses, liabilities, diminution in value, damages, deficiencies, interest, penalties, taxes, costs and expenses, including reasonable attorneys’ fees and expenses of investigation and defense (hereinafter individually a “Loss” and collectively “Losses”) paid, sustained, incurred or accrued by the Indemnified Parties, directly or indirectly, as a result of (a) any breach or inaccuracy of a representation or warranty of the Seller and the Company contained in this Agreement or in the Closing Certificate delivered by Seller or the Company pursuant to this Agreement (without, solely for purposes of determining the amount of any such Loss but not for purposes of determining a breach or inaccuracy, giving effect to any limitation as to “materiality,” “material adverse effect,” or similar qualifications set forth therein); and (b) any failure by Seller or the Company to perform or comply with any covenant applicable to such party contained in this Agreement.

8.3 Indemnification Procedure. If an Indemnified Party seeks indemnification under this ARTICLE 8, Purchaser shall deliver an Officer’s Certificate to Seller if the applicable Survival Date has not been reached. Seller may object to such claim by delivering written notice to Purchaser (specifying the basis for such objection) within thirty (30) days following receipt by Seller of notice from Purchaser regarding such claim. If no such objection is made within such 30-day period, the Indemnified Party may recover Losses without further consent or approval required of the Indemnifying Party. For the purposes hereof, “Officer’s Certificate” shall mean a certificate signed by any officer of Purchaser (i) stating that an Indemnified Party has paid, sustained, incurred or accrued, or in good faith reasonably anticipates that it will pay, sustain, incur or accrue Losses, and (ii) specifying in reasonable detail the individual items of Losses included in the amount so stated, the date each such item was paid, sustained, incurred or accrued, or the basis for such anticipated liability.

8.4 Resolution of Conflicts; Arbitration.

(a) If Seller shall object in writing to any claim or claims made in any Officer’s Certificate to recover Losses within thirty (30) days after delivery of such Officer’s Certificate, Seller and Purchaser shall attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims. If Seller and Purchaser should so agree, a memorandum setting forth such agreement shall be prepared and signed by both Parties, at which time the claim shall be promptly paid, expensed or settled, as the case may be.

(b) If no such agreement can be reached after good faith negotiation and prior to sixty (60) days after delivery of an Officer’s Certificate, Seller or Purchaser may demand arbitration of the matter

unless the amount of the Loss is at issue in pending litigation with a third party, in which event arbitration shall not be commenced until such amount is ascertained or both Parties agree to arbitration, and in either such event the matter shall be settled by arbitration conducted pursuant to Section 10.4.

(c) Arbitration under Section 10.4 shall apply to any dispute among the Indemnifying Party, on the one hand, and the Indemnified Parties, on the other hand, under this ARTICLE 8 hereof, whether relating to any claims under the indemnification obligations set forth in this ARTICLE 8.

(d) The decision of the arbitrator, as to the validity and amount of any claim in such Officer's Certificate shall be final, binding, and conclusive upon the Parties to this Agreement, including the Indemnifying Party and any Indemnified Party. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator, and the Purchaser shall be entitled to rely on, and make offsets from the Indemnity Amount in accordance with, the terms of such award, judgment, decree or order, as applicable. Within 30 days of a decision of the arbitrator requiring payment by one Party to another, such Party shall make the payment to such other Party, including any offsets against the Indemnity Amount, as applicable.

8.5 Third-Party Claims. In the event Purchaser becomes aware of a third-party claim that Purchaser reasonably believes may result in a demand for indemnification pursuant to this ARTICLE 8, Purchaser shall notify Seller of such claim, and Seller shall be entitled, at its expense, to participate in, but not to determine or conduct, the defense of such claim. Purchaser shall have the right, in its sole discretion, to conduct the defense of and settle any such claim; provided, however, that except with the consent of Seller, which consent may not be unreasonably withheld, no settlement of any such claim with third-party claimants shall be determinative of the amount of Losses relating to such matter. In the event that Seller has consented to any such settlement, the Indemnifying Party shall not have power or authority to object under any provision of this ARTICLE 8 to the amount of any claim by the Indemnified Party against the Indemnity Amount or the Indemnifying Party directly, as the case may be, with respect to such settlement.

8.6 Limitations on Indemnity.

(a) Offset Right. Subject to Section 8.6(b), the Indemnified Parties' sole and exclusive remedy for the indemnity obligations of the Indemnifying Party under this Agreement shall be the limited right to offset up to \$340,000 in cash (or the number of shares of Common Stock which may be issued upon the conversion of the Promissory Note having an equivalent value based on the Closing Date Value) against Purchaser's obligations under the Promissory Note (the "Maximum Offset Amount").

(b) Exceptions. Notwithstanding anything herein to the contrary, the limitations set forth in Section 8.6(a) will not apply to (i) Losses which result from or are related to a Fraud Claim or (ii) claims for Losses which result from or are related to any breach or inaccuracy of the Special Representations, and the liability of the Indemnifying Party for indemnification of Losses with respect to the matters specified in clauses (i) and (ii) in excess of the then remaining unpaid portion of the Promissory Note (which Purchaser shall exhaust as its first remedy) shall be limited to the aggregate value of the Purchase Price actually received by Seller (with the value of the Purchase Price Shares comprising a portion of the Purchase Price to be based on the Closing Date Value); provided, however, that such liability may be satisfied at the election of Seller through payment of cash or forfeiture of Purchase Price Shares (based on the Closing Date Value) in such proportions as it so elects.

8.7 Exclusive Remedy. From and after the Closing Date, the remedies under this ARTICLE 8 shall be the exclusive remedies of the Parties under this Agreement.

ARTICLE 9
AMENDMENT AND WAIVER

9.1 Amendment. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parties hereto.

9.2 Extension; Waiver. At any time prior to the Closing, the Parties hereto may, to the extent legally allowed, extend the time for the performance of any of the obligations of any other Party, or waive compliance with any of the agreements or conditions for the benefit of such Party contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 10
GENERAL

10.1 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement must be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such Party below (or to such other address or facsimile telephone number as such Party may have specified in a written notice given to the other Party):

if to Purchaser: PeopleBrowsr, Inc.
474 Bryant Street, San Francisco, CA 94107
Attn: John David Rich, President & CEO
Facsimile:

with a copy to: Andrew Zeif, Esq.
Paradigm Counsel, LLP
2625 Middlefield Road, #800
Palo Alto, California 94306

if to Seller: Spinco, LLC
c/o Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, California 94025
Attn: Mark W. Seneca, Esq.
Telephone: (650) 614-7400
Facsimile: (650) 614-7401

with a copy to: Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, California 94025
Attn: Mark W. Seneca, Esq.
Telephone: (650) 614-7400
Facsimile: (650) 614-7401

10.2 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California as such laws apply to agreements entered into and to be performed entirely within California by residents of California.

10.3 Forum and Venue. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within San Francisco County, State of California, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each Party agrees not to commence any legal proceedings related hereto except in such courts.

10.4 Resolution of Conflicts; Arbitration. Any claim or dispute arising out of or related to this Agreement, or the interpretation, making, performance, breach or termination thereof, shall (except as specifically set forth in this Agreement) be finally settled by binding arbitration. If any action is brought by either Party, venue will be in the County of San Francisco, California. The arbitration will be in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a dispute.

(a) Selection of Arbitrators. Such arbitration shall be conducted by a single arbitrator chosen by mutual agreement of Purchaser and Seller. Alternatively, at the request of either Party before the commencement of arbitration, an arbitrator will be selected by the American Arbitration Association in accordance with its rules and the arbitration shall be conducted by a single independent arbitrator who shall have no competitive interests with Purchaser or Seller and the arbitrator will be an experienced trial attorney with not less than fifteen (15) years trial experience in technology, software and intellectual property matters.

(b) Discovery. In any arbitration under this Section 10.4, each Party shall be limited to calling a total of five witnesses both for purposes of deposition and the arbitration hearing. Subject to the foregoing limitation on the number of witnesses, the arbitrator shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrator to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrator shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions for discovery abuses, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrator determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification.

(c) Decision. The decision of the arbitrator as to the validity and amount of any claim in such Officer's Certificate shall be final, binding, and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator. Within 30 days of a decision of the arbitrator requiring payment by one party to another, such party shall make the payment to such other party, including any offsets from the Indemnity Amount, as applicable.

(d) Other Relief. The parties to the arbitration may apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief, as necessary, without breach of this arbitration provision and without abridgement of the powers of the arbitrator.

(e) Costs and Expenses. The Parties agree that each Party shall pay its own costs and expenses (including counsel fees) of any such arbitration, and each Party waives its right to seek an order compelling the other Party to pay its portion of its costs and expenses (including counsel fees) for any arbitration.

10.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Purchaser may assign all of its assets, licenses and other rights acquired hereunder in their entirety or in part after the Closing. This Agreement may not be assigned by Seller.

10.6 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto, and their respective successors and permitted assigns.

10.7 Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any unenforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision. Notwithstanding the foregoing, if a court of competent jurisdiction determines that any restriction on any license granted herein is invalid or unenforceable, then the license grants to which such restriction relates shall terminate automatically.


10.8 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) sets forth the entire understanding of the Parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof, and is not intended to confer upon any other Person any rights or remedies hereunder.

10.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PeopleBrowsr, Inc.

By: 
Name: John David Rich
Title: President & CEO

Spinco, LLC

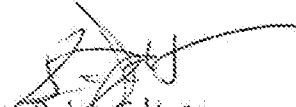
By: _____
Name: _____
Title: Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PeopleBrowsr, Inc.

By:
Name: Jodee Rich
Title: President & CEO

Spinco, LLC

By: 
Name: Paul G. Gentry
Title: Manager

SCHEDULE 2.1(ii)

At the Closing Purchaser shall deliver the Promissory Note in the original principal amount of \$1,500,000 less \$80,594.15, comprised of the following deductions:

- (i) \$57,356.60, the amount due and payable by Seller to Amazon Web Services as of the Closing Date;
- (ii) \$998.55, the amount due and payable by Seller to Right Scale as of the Closing Date;
- (iii) \$2,091.00, the amount due and payable by Seller to Mongo DB as of the Closing Date;
- (iv) \$24.00, the amount due and payable by Seller to PagerDuty as of the Closing Date;
- (v) \$20,000, a portion of the legal fees and expenses due and payable by Seller to Orrick, Herrington & Sutcliffe LLP in connection with the Transactions; and
- (vi) \$124.00 for Seller's miscellaneous operating expenses for November 2012.

SCHEDULE 5.4

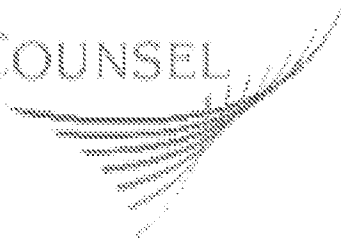
Purchaser has significant risks regarding its ongoing supply of data from social networks. In particular, Purchaser and Twitter have been doing business continuously for over four years under an agreement that can be cancelled with 30 days notice without cause. Recently Twitter has advised the Purchaser it intended to terminate Purchaser's current contractual relationship and has requested that Purchaser do business with Twitter through a third party which may result in the alteration of the terms of Twitter's service to Purchaser. Purchaser has disputed Twitter's legal ability to take this action and the parties have agreed to mediate the dispute. The first round mediation occurred in early November. Purchaser will seek a temporary restraining order and a permanent injunction and sue Twitter for damages if the mediation fails. Purchaser has provided Twitter with a draft Claim.

SCHEDULE 7.2

Carve Out Plan Allocations

Carve Out Plan Allocations
Swalyo, Inc. - Sale Transaction

Participant	Status	Phantom Equity		Carve Out	Cash Allocation		Stock Options			Adjusted Cash Allocation	Adjusted Option Grant		
		Allocation	Percentage	Percentage	Phantom Equity	Bonus	Phantom Equity	Bonus	Stock Value (Closing Date)				
1	Allen, Jeffrey	Employee	44,751	5.6323%	10.0000%	\$5,710.61	\$15,000.00	452	1,188	\$2,707.12	\$20,710.61	1,640	ISO
2	Irvin, Jessica	Employee	26,850	3.3793%	10.0000%	\$3,426.29	\$15,000.00	271	1,188	\$2,408.34	\$18,426.29	1,459	ISO
3	Riddle, Sabrina	Employee	264,029	33.2305%	10.0000%	\$33,692.33	\$15,000.00	2,668	1,188	\$6,365.02	\$48,692.33	3,856	ISO
4	Chi, Anthony	Non-Employee	37,292	4.6936%	10.0000%	\$4,758.78	\$15,000.00	377	1,188	\$2,583.32	\$22,342.10		
5	Romano, Michael	Non-Employee	26,850	3.3793%	10.0000%	\$3,426.29	\$15,000.00	271	1,188	\$2,408.34	\$20,834.63		
6	Stiffle, Nicole	Non-Employee	38,784	4.8813%	10.0000%	\$4,949.17	\$15,000.00	392	1,188	\$2,608.08	\$22,557.25		
7	Wang, Alicia	Non-Employee	88,248	11.1068%	10.0000%	\$11,261.19	\$15,000.00	892	1,188	\$3,433.42	\$29,694.61		
8	Barkocy, Jean	Consultant	91,714	11.5431%	10.0000%	\$11,703.48	\$15,000.00	927	1,188	\$3,491.19	\$26,703.48	2,115	NSO
9	Marshall, Tim	Consultant	26,850	3.3793%	10.0000%	\$3,426.29	\$15,000.00	271	1,188	\$2,408.34	\$18,426.29	1,459	NSO
10	Nir, Ehud (Udi)	Consultant	149,169	18.7743%	10.0000%	\$19,035.22	\$15,000.00	1,507	1,188	\$4,448.58	\$34,035.22	2,695	NSO
Total			<u>794,537</u>	<u>100.0000%</u>	<u>100.0000%</u>	<u>\$101,389.65</u>	<u>\$150,000.00</u>	<u>8,028</u>	<u>11,880</u>	<u>\$32,861.75</u>	<u>\$262,422.80</u>	<u>13,224</u>	



MEMORANDUM

TO: PeopleBrowsr, Inc.

FROM: Paradigm Counsel LLP

DATE: November 19, 2012

RE: Swaylo, Inc. Assets Chain of Title

This memorandum sets forth the chain of title regarding the assets of Swaylo, Inc. ("Swaylo"), including, without limitation, certain licensed intellectual property comprising the Swaylo business. This memorandum is prepared in connection with PeopleBrowsr, Inc.'s acquisition of all of the outstanding shares of Swaylo from Spinco, LLC ("Spinco") pursuant to the Share Purchase Agreement dated as of November 19, 2012 (the "SPA").

Background

In 2012, Facebook, Inc. ("FB"), Shapley Acquisition Sub II, LLC, a wholly-owned subsidiary of FB ("Licensor") and Threadsy, Inc. ("Threadsy") entered in a merger agreement pursuant to which Threadsy merged with and into Licensor, with the result that Licensor became, by operation of law, the surviving corporation following the merger and therefore the legal owner of all of the assets owned by Threadsy prior to the merger (the "Merger").

In connection with and concurrently with the Merger, Threadsy, Licensor and Spinco entered into a License Agreement pursuant to which Threadsy and Licensor licensed certain intellectual property to Spinco (the "Swaylo License").

Also in connection with the Merger, Threadsy, Spinco and Swaylo entered into a Contribution and Distribution Agreement (the "Asset Distribution Agreement") which implemented a two-step asset transfer culminating in Swaylo acquiring the "Contributed Assets" listed on Exhibit A to the Asset Distribution Agreement and the Swaylo License, and attached hereto. As between the enumerated assets acquired under the Asset Distribution Agreement and the Swaylo License, Swaylo obtained ownership of certain assets relating to the Swaylo business and the right via license to exploit certain licensed rights relating to the Swaylo business.

The two-step asset transfer process involved as a first step ("Asset Transfer #1"), the transfer of the Contributed Assets and the Swaylo License from Threadsy to Spinco in exchange for LLC ownership units in Spinco. Immediately following the completion of Asset Transfer #1, Threadsy distributed the LLC ownership units of Spinco to its stockholders. Following this LLC unit equity distribution, the owners of LLC units of Spinco mirrored the former stock ownership of Threadsy.

The next step in the asset transfer process (“Asset Transfer #2”) involved the transfer of the Contributed Assets and the Swaylo License to from Spinco to Swaylo. This was accomplished in connection with the capitalization of Swaylo. On August 17, 2012, Swaylo was established as a Delaware corporation. On September 7, 2012, Swaylo issued 10,960,183 shares of common stock to Spinco. As consideration for such shares, Spinco transferred the Contributed Assets and the License acquired by it in Asset Transfer Step #1 to Swaylo.

The specific Swaylo-related IP which Swaylo may now exploit under the Swaylo License is set forth below:

Exhibit A
“Licensed Intellectual Property”

Swaylo User Base
Swaylo Databases and data stores (including but not limited to mysql, mongo, simpledb, s3)
Swaylo Backend Technology
Swaylo Frontend Technology
Swaylo Data Fetchers
Swaylo Email system
Swaylo Requests system
Swaylo Tracking system
Swaylo Reporting system
Swaylo Facebook Applications
Swaylo Administrative toolset
Swaylo code base and code repository on sourcerepo.com

The "Contributed Assets" ultimately transferred to Swaylo via Asset Transfer #2 referenced above consist of the asset set forth below. Note, however, that this asset list reflects the assets at the time of Asset Transfer #2 and do not represent the assets that exist as of the date of the shares purchase by PeopleBrowsr. The actual assets being acquired are listed in the asset schedules to the Share Purchase Agreement.

EXHIBIT A

CONTRIBUTED ASSETS

All of cash and cash equivalents of Transferor

All of the furniture, fixtures, computer and other equipment of Transferor

The Agreement of Sublease, dated September 22, 2011, by and between Pier 38 Maritime Business Facilities, LLC and Threadsy, Inc. for the sublease of 33,180 rentable square feet of space located at One Market Plaza, Steuart Tower, San Francisco, CA

The following trademarks:

SWAYLO, Serial Number 85481905, filed November 28, 2011.

THREADSY, Registration Number 3914813, filed February 1, 2011.

Swaylo sales and marketing materials (including, without limitation, presentations, case studies, @swaylo twitter account, and [facebook.com/yoursway](https://www.facebook.com/yoursway) App Page)

The following agreements to the extent such agreements are assignable to Transferee:

- Software License Agreement by and between the Company and MyLife.com Inc. dated March 2, 2012.
- Sales Rep Agreement by and between the Company and Outdoor Hub, LLC
- AWS Customer Agreement available as of August 16, 2012 at <http://aws.amazon.com/agreement/>
- Tableau End User License Agreement available as of August 16, 2012 at <http://mkt.tableausoftware.com/files/eula.pdf>
- TokuDB Software License Agreement by and between the Company and Tokutek, Inc. dated February 17, 2012
- Invoice from Quest Software, Inc. dated June 20, 2012; Transaction Product Agreement related thereto available as of August 16, 2012 at <http://www.quest.com/sla/Transaction-Product-Agreement.pdf>
- MongoLab Terms of Service available as of August 21, 2012 at <https://mongolab.com/legal/terms/>
- RightScale Master Subscription Agreement available as of August 21, 2012 at <https://www.rightscale.com/msa-text.php>

The following domain names (including any email addresses registered in connection with such domain names):

PUBLISHATE.ME
PUBLIFL.ME
UNIFIME.COM
BALLZAI.COM
BALLZAI.NET
SWAYDOM.COM
THREADSYMAIL.COM
THREADSEE.COM
THREADSEE.INFO
THREADSEE.NET
THREADSEE.ORG
MELINES.COM
WHAMDANGLER.COM
SWAYANALYTICS.COM
SWAYMAP.COM
SWAYMAPS.COM
SWAYMEASUREMENT.COM
YOUNIFY.COM
IJUSTWANNA.BE
SWINGME.ME
THREADSYLIFE.COM
SWAYLO.COM
SWAYINSIDER.COM
SWAYSME.COM
ROBVIO.US
THREADSY.BE
THREADSY.DE
THREADSY.GS
THREADSY.MS
THREADSY.NET
THREADSY.NU
THREADSY.TC
THREADSY.VG
THREADSY.AG
THREADSY.BZ
THREADSY.CN
THREADSY.CO.UK
THREADSY.IN
THREADSY.INFO
THREADSY.ORG
THREADSY.TW
DONTIGNORE.ME
JOKESON.ME
SUPERHIGH.ME

UNIFLME
SWAYERS.COM
SWAYERS.INFO
SWAYERS.NET
SWAYERS.ORG
SOCIALSTUDIOS.INFO
SOCIALSTUDIOS.ORG
PUBLIFL.COM
THREADSY.COM
THREDSY.COM
YOUNIFY.ME
THREDSEE.COM
ROBJECTIVE.COM
SWAYVIP.COM
USWAY.ME

Contracts, agreements or arrangements (including, without limitation, purchase orders, letters of intent or other arrangements) with the following customers: (the “Customer Contracts”):

mylife
AB InBev
American Express
Antarctica
Becker
Becks US
Brahma
Bud Light Canada
Bud Light USA
Budweiser Canada
Budweiser Shot (Canada)
Budweiser USA
Coca-Cola
Foodily
NetZero
NextFoods
Pacena
Pilsen
Quillmes
Roadside Productions
Rolling Rock
Showtime
Skol
SmartyPants
Stella Artois Global
Stella Artois UK