

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WebVisible (assignment for the benefit of creditors), LLC		01/20/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	TBC Acquisition Company, LLC
Street Address:	160 Inverness Drive West, Suite 400
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3476369	WEBVISIBLE
Registration Number:	3155283	ADAPT
Registration Number:	3355448	ADAPT
Registration Number:	3355449	ADAPT
Registration Number:	3356027	ADAPT
Registration Number:	3356028	ADAPT
Registration Number:	3330243	SEM-IN-A-BOX
Registration Number:	3624077	CHAMBERCLICKS
Registration Number:	3218915	WEBVISIBLE
Registration Number:	3262710	WEBVISIBLE
Registration Number:	3652085	ADVANCEDLOCAL
Registration Number:	3603910	ADVANCEDLOCAL
Registration Number:	3603911	CHAMBERCLICKS
Serial Number:	77891994	GENEVA TECHNOLOGY PLATFORM

OP \$390.00 3476369

TRADEMARK

Serial Number:

77891996

GENEVA TECHNOLOGY PLATFORM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email:

docket@hollandhart.com, tbgray@hollandhart.com,
lmroot@hollandhart.com

Correspondent Name:

Tracy B. Gray

Address Line 1:

PO Box 8749

Address Line 2:

ATTN: Trademark Docketing

Address Line 4:

Denver, COLORADO 80201

NAME OF SUBMITTER:

Tracy B. Gray

Signature:

/Tracy B. Gray/

Date:

08/15/2013

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is made as of January 20, 2012 (the "*Effective Date*"), by and between WebVisible (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of WebVisible, Inc. (the "*Seller*"), with principal offices located at 1100 La Avenida Street, Building A, Mountain View, California 94043, United States, and TBC Acquisition Company, LLC, a Delaware limited liability company (the "*Buyer*"), with principal offices located at 160 Inverness Drive West, Suite 400 Englewood, CO 80112.

RECITALS

A. By resolution of the board of directors (the "*Board*") of WebVisible, Inc., a Delaware corporation (the "*Assignor*"), as memorialized in the duly executed minutes, Assignor has transferred ownership of all its right, title and interest in and to tangible and intangible assets (the "*Assets*") to Seller, and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor (such Assignment for the Benefit of Creditors being referred to herein as the "*ABC Administration*"). The General Assignment agreement (the "*General Assignment*") between Assignor and Seller, as assignee, is attached hereto as Exhibit A.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the "*Required Assets*"). The Required Assets are described in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining Assets that are not Required Assets (the "*Remaining Assets*"), and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to Assignor's creditors, which are generated from the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF REQUIRED ASSETS.

1.1 Agreement to Sell and Purchase Required Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the

Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below, and subject to (i) liens disclosed to Buyer on Schedule 1.1; (ii) liens imposed by any applicable law, including, but not limited to, materialmen's, mechanics', carriers', workmen's and repairmen's liens and other similar liens arising in the ordinary course of business; (iii) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations; and (iv) liens that relate to any taxes or other governmental charges or levies that are not yet due and payable or which are being contested in good faith (collectively, "*Permitted Encumbrances*").

1.2 Required Assets Defined. As used in this Agreement, the term "*Required Assets*" means, collectively, Seller's right, title and interest in and to the assets listed in Schedule 1.2(a) attached hereto. Notwithstanding anything herein to the contrary, the Required Assets shall not, under any circumstances, include Seller's or Assignor's (i) cash balance as of the close of business on January 9, 2011, (ii) claims or preference or fraudulent conveyance recoveries under applicable law, (iii) state or federal tax refunds, (iv) insurance refunds or recoveries, (v) utility or leasehold security deposits, (vi) deposits with or refunds by ADP, (vii) claims against Chris Black, (viii) shares of WebVisible (WVI) Technology and Operations Private Limited, (ix) all interest of the Assignee and Seller in any letters of credit furnished by the Assignor in connection with its lease for the facility in Los Angeles, California; (x) claims against Ron Burr, except for any claims in connection with the domain name www.adapt.com; (xi) any assets not listed on Schedule 1.2(a) including but not limited to the assets listed on Schedule 1.2(b); or (xii) corporate records, employee records and business records required for the ABC administration; provided, however, that Buyer shall, upon request, be provided with copies of all such records at Buyer's expense. Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, title to all of the Required Assets shall pass to Buyer; and Seller shall make available to Buyer possession of all of the Required Assets as provided in subsection 1.3(b), and shall further, upon Buyer's request, execute such assignments, conveyances and/or bills of sale as Buyer may reasonably request to convey to Buyer good and marketable title to all the Required Assets, subject to the Permitted Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Required Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Required Assets, provided, however, that the expenses of retrieving, removing and transferring the Required Assets shall be borne exclusively by Buyer.

(c) Retention of Documents. As Assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will have

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

WebVisible (assignment for the benefit of creditors),
LLC, solely as Assignee for the Benefit
of Creditors of WebVisible, Inc.

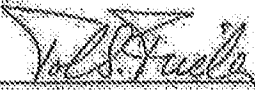
By: _____

Name: _____

Its: _____

BUYER:

TBC Acquisition Company, LLC

By:  _____

Name: John S. Fischer

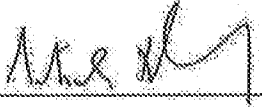
Its: Interim President and Chief
Executive Officer

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

WebVisible (assignment for the benefit of creditors),
LLC, solely as Assignee for the Benefit
of Creditors of WebVisible, Inc.

By: 

Name: Michael A. May

Its: myk

BUYER:

TBC Acquisition Company, LLC

By: _____

Name: John S. Fischer

Its: Interim President and Chief
Executive Officer

Signature Page to Asset Purchase Agreement