

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TK Carsites, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10/4/2011

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Kip Prah! Associates, LLC

Street Address: 1380 Forest Park Circle, Suite 140

City: Lafayette

State: CO

Country: United States Zip: 80026

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2962043

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: KPA - Richard Valenta, Vice President

Internal Address:

Street Address: 1380 Forest Park Circle, Suite 140

City: Lafayette

State: CO Zip: 80026

Phone Number: 949-294-8242

Docket Number:

Email Address: rvalenta@kpaonline.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

5/5/2014

Date

Richard Valenta

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

*TK 1*

*Execution Copy*

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**ASSET PURCHASE AGREEMENT**

between:

**KIP PRAHL ASSOCIATES, LLC**  
a Delaware limited liability company;

**TK CARSITES, INC.**  
a California corporation;

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Dated as of October 4, 2011

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of October 4, 2011 (the "*Signing Date*"), by and between: KIP PRAHL ASSOCIATES, LLC, a Delaware limited liability company ("*Purchaser*"); and TK CARSITES, INC., a California corporation ("*Seller*"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

### RECITALS

Seller, the Founders and Purchaser wish to provide for the sale of the Transferred Assets (as defined in Section 1.1) to Purchaser on the terms, and subject to the conditions, set forth in this Agreement.

### AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

#### 1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS; CLOSING.

**1.1 Sale of Transferred Assets.** At the Closing (as defined in Section 1.5), Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser all of the Transferred Assets (as defined below), free of any Encumbrances, except as noted on Schedule 1.1, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "*Transferred Assets*" shall mean and include: all of the properties, rights, interests and other tangible and intangible assets of Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles), including any assets acquired by Seller during the Pre-Closing Period, that are or were used in, necessary for the conduct of, or related to, the Business. Without limiting the generality of the foregoing, the Transferred Assets shall include:

(a) Source Code: All Source Code for the Transferred Software (as defined in Section 2.4(1)) (the Source Code referred to in this Section 1.1(a) being referred to as the "*Transferred Source Code*");

(b) Intellectual Property and Intellectual Property Rights: All of the Intellectual Property and Intellectual Property Rights that are owned or controlled by Seller and that are or were used in, necessary for the conduct of, or related to, the Business, including the Intellectual Property and Intellectual Property Rights identified on Schedule 1.1(b), together with the goodwill associated with the Transferred Assets (the Intellectual Property, Intellectual Property Rights and goodwill referred to in this Section 1.1(b) and the Transferred Source Code collectively being referred to in this Agreement as the "*Transferred IP*");

(c) Tangible Assets: All computer equipment, servers, furniture and other tangible assets that are owned or controlled by Seller and used in the Business, including the computer equipment and other tangible assets identified on Schedule 1.1(c);

(d) Contracts: All rights of Seller under the Seller Contracts identified on Schedule 1.1(d) (the Seller Contracts referred to in this Section 1.1(d) being referred to as the "*Transferred Contracts*");

(e) Claims: All Claims (including Claims for past infringement of Transferred Assets and Claims for insurance benefits, rights and proceeds) of Seller against other Persons

relating to the Transferred Assets (regardless of whether or not such Claims have been asserted by Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by Seller (regardless of whether such rights are currently exercisable) relating to the Transferred Assets; and

(f) Accounts Receivable: All accounts receivable, notes receivable and other receivables of Seller, including the receivables identified on Schedule 1.1(d)(f), other than those accounts receivable specifically listed on Schedule 1.2;

(g) Records, Etc.: All books, records, files, data, customer lists, customer records, research and development reports and advertising and promotional materials that relate to the Transferred Assets; and

(h) Goodwill: All goodwill arising out of or relating to the Business, including all goodwill relating to the Transferred IP.

(i) Domain Names: All rights relating to domain names (the "*Transferred Domain Names*") specified on Schedule 1.1(i).

**1.2 Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Seller is not selling, assigning, transferring, conveying or delivering to Purchaser, and the Transferred Assets shall not include, any of the assets specifically identified on Schedule 1.2 (the "*Excluded Assets*").

**1.3 Purchase Price.** As consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Assets to Purchaser:

(a) at the Closing, Purchaser shall pay to Seller, in cash, the Closing Cash Amount, by wire transfer to an account number provided to Purchaser by Seller prior to the Closing in the amount of \$1,925,000.

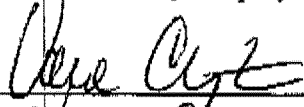
(b) on the date hereof, the Purchaser shall deposit (or cause to be deposited) with the Escrow Agent, pursuant to the terms and subject to the conditions of the escrow agreement in the form attached hereto as Exhibit B (the "*Escrow Agreement*"), the Escrow Amount.

**1.4 Assumption of Certain Liabilities.**

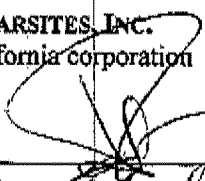
(a) Subject to Sections 1.4(b) and (c), Purchaser shall not assume any Liabilities of Seller, the Seller's Representatives or any other Related Party (whether or not related to the Transferred Assets or the Business), including: (a) any Liabilities of Seller, the Seller's Representatives or any other Related Party relating to the Excluded Assets; (b) any Tax Liabilities of Seller, the Seller's Representatives or any other Related Party; (b) any Liabilities of Seller, the Seller's Representatives or any other Related Party relating to accounts payable or other indebtedness; (c) any wages or salaries or other Liabilities relating to employment (or termination of employment) of any employees or former employees or service providers of Seller (including accrued vacation or any amounts owed pursuant to Seller's Corporate Growth Incentive Plan) (d) any Liabilities under any Seller Contracts; or (e) any other Liabilities of Seller, Seller's Representatives or any other Related Party.

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

**KIP PRAHL ASSOCIATES, LLC**  
a Delaware limited liability company

By:   
Name: VANE CLAYTON  
Title: CEO

**TK CARSITES, INC.**  
a California corporation

By:   
Name: Richard Valente  
Title: CEO