

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambir Technology Group		12/12/2013	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Flat World Knowledge, Inc.		
Street Address:	1133 15th Street NW		
Internal Address:	12th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3577975	FLATWORLD	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-756-8000		
Email:	rkim@mwe.com, bmorgan@mwe.com, ksandacz@mwe.com, washington_ip_docket@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, NW		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	093424-0027		
NAME OF SUBMITTER:	Richard Y. Kim		
SIGNATURE:	/Richard Y. Kim/		
DATE SIGNED:	01/28/2015		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME PURCHASE AGREEMENT

This Trademark and Domain Name Purchase Agreement (this "Agreement") is made and entered into on December 12, 2013 (the "Effective Date"), by and between Flat World Knowledge, Inc., a Delaware corporation with an address at 1133 15th Street NW, 12th Floor, Washington, D.C. 20005 ("Buyer"), and Ambir Technology Group, a New Brunswick corporation, with an address at 17 Canterbury Street, Suite 201, Saint John, New Brunswick, Canada E2L 2C3 ("Seller").

WHEREAS, subject to the terms and conditions of this Agreement, Seller wishes to transfer to Buyer, and Buyer wishes to receive, all right, title, and interest in and to certain trademarks and domain names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Definitions.

"Domain Names" means the domain names listed on the attached Exhibit A.

"Trademarks" means the trademarks listed on the attached Exhibit A.

2. Trademark Assignment. Upon the Effective Date, Seller shall assign, transfer and convey to Buyer, all of its right, title and interest in and to the Trademarks, together with any and all goodwill associated with the Trademarks, and including any and all common law rights in and to the Trademarks, by executing the Trademark Assignment attached hereto as Exhibit B (the "Assignment"). At Buyer's request, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Agreement. The Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Buyer as the assignee and owner of any and all of the Seller's rights in the Trademarks.

3. Domain Name Assignment. Upon the Effective Date, Seller shall assign, transfer and convey to Buyer, all of its right, title and interest in and to the registrations of the Domain Names and any associated intellectual property rights. Seller will take the steps required by the current procedures promulgated by the applicable registrars responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to conclude the effective transfer of the registrations of the Domain Names to Buyer. The Seller authorizes and requests the applicable registration authority to transfer the Domain Names from the Seller to the Buyer.

4.

(P) b

[Redacted]

5.

[Redacted]

6. Representations and Warranties. Each of the parties hereby represents, warrants and covenants to the other party, as of the Effective Date and at all times thereafter, that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and thereunder, without conflict with the rights of any third party. In addition, Seller represents and warrants to Buyer that Seller is the sole and exclusive owner of the Domain Names and Trademarks, free and clear of any liens, security interests or other encumbrances, (ii) Seller has full power and authority and the exclusive right to transfer and assign the Domain Names and Trademarks to Buyer in accordance with the terms of this Agreement, and (iii) the Domain Names and Trademarks are not now, nor have they ever been, subject to any dispute with any third party, and there are no lawsuits, actions, proceedings, claims, orders or investigations pending or threatened relating to the Domain Names, the Trademarks, or the transactions contemplated hereby.

7. Indemnity. Seller shall indemnify, defend and hold harmless Buyer and its affiliates, officers, directors, employees and agents from and against any claims, suits, actions, proceedings, liabilities, damages, awards, settlements, costs and expenses (including reasonable attorney's fees) arising from or relating to any breach of any of Seller's representations and warranties set forth in Section 6 above.

8. Confidentiality. The parties acknowledge and agree that each party has and will have access to certain Confidential Information of the other party. "Confidential Information" means all information provided by a party (the "Discloser") to the other party (the "Recipient") hereunder that is (i) proprietary and/or non-public information related to the past, present and future business activities of the Discloser, its subsidiaries, and its affiliates; (ii) information relating to the Discloser's business plans, pricing, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; (iii) the terms of this Agreement; (iv) Subscriber Content (to the extent it is not public); and (v) any other information that is designated as confidential by the Discloser. Recipient shall not use the Discloser's Confidential Information except as permitted under this Agreement, and shall not disclose, distribute, or disseminate the Confidential Information to any third party. Confidential Information does not include (a) information that has become publicly known through no breach by Recipient of these confidentiality obligations; (b) information that is independently and lawfully developed or obtained without access to Confidential Information, as evidenced in writing; or (c) information required to be disclosed by law. It is understood and agreed by the parties that money damages alone may not constitute a sufficient remedy for any

breach by Recipient of its confidentiality obligations hereunder and that the Discloser shall be entitled to seek specific performance and injunctive relief, without the necessity of posting a bond, cash or otherwise, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies available to Discloser for a breach of this section by the Recipient, but shall be in addition to other remedies available to Discloser at law or in equity.

9. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of [New York], without reference to the conflicts of law principles thereof. The parties agree that any such disputes shall be exclusively venued in the state and federal courts located in the state of [New York]. Each party hereby irrevocably submits to the exclusive jurisdiction of such courts for any such claims, and waives any objections to the laying of venue in such courts.

10. Successors and Assigns. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11. Entire Agreement. This Trademark and Domain Name Purchase Agreement, together with the referenced documents and the attached Exhibits and Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Purchase Agreement to be made and executed by duly authorized officers.

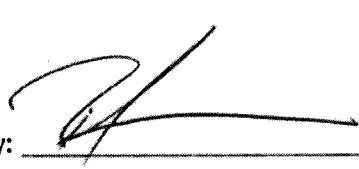
SELLER:

Ambir Technology Group, Inc.

By: 
Name: Ian Cavanagh
Title: Chief Executive Officer

BUYER:

Flat World Knowledge, Inc.

By: 
Name: Bojeng Van Niman
Title: CFO

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAMES PURCHASE AGREEMENT





EXHIBIT A

List of Trademarks and Domain Names

Trademarks:

Mark	Application No.	Registration No.	Country
FLATWORLD	1,309,382	TMA695,437	Canada
FLATWORLD	5485374	5485374	China
FLATWORLD	005245402	005245402	OHIM
FLATWORLD	2006/15987	2006/15987	South Africa
FLATWORLD	78/817,317	3,577,975	United States

Domain Names:

Domain Name	Registrar
Flatworldinc.com	GoDaddy.com, LLC
Flatworld.ca	GoDaddy.com, LLC
flatworld.com	GoDaddy.com, LLC

