

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Don Beskrone		07/31/2015	TRUSTEE: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PowerSites Media LLC		
<b>Street Address:</b>	8391 Beverly Boulevard 307		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90048		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85032870	POWERSITES	
<b>Serial Number:</b>	85040503	POWERSITES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105573636		
<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>			
<b>Phone:</b>	310-557-3603		
<b>Email:</b>	epearlman@ptfirm.com		
<b>Correspondent Name:</b>	Eli Pearlman		
<b>Address Line 1:</b>	8391 Beverly Boulevard 307		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90048		
<b>NAME OF SUBMITTER:</b>	Eli PEarlman		
<b>SIGNATURE:</b>	/Eli Pearlman/		
<b>DATE SIGNED:</b>	08/24/2015		
<b>Total Attachments: 7</b>			
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## ASSET PURCHASE AGREEMENT

July 31, 2015

Between

**Powersites Media, LLC**

and

**Don Beskrone, Trustee in Bankruptcy for Pennysaver USA, LLC**

This Asset Purchase Agreement ("Agreement") sets forth the terms and conditions of the acquisition (the "Acquisition" or "Transaction") by Powersites Media, LLC, a ("Buyer"), of all of the assets related to Powersites®, ("Powersites") a website-hosting, creation, and marketing division of Pennysaver USA, LLC, et al ("Pennysaver" or "Debtor"), a Delaware limited liability company. Debtor has filed a chapter 7 bankruptcy petition (the "Petition"), case no.15-11196-CSS (the "Case") and the assets would be acquired from the trustee appointed in that case, Don Beskrone (the "Trustee"). Buyer and Trustee agree:

### I. PURCHASE PRICE AND GOOD FAITH DEPOSIT

1. Buyer shall purchase the assets related to Powersites, as defined below, for Three Hundred Sixty-One Thousand Dollars (\$361,000) plus a Fifteen Percent (15%) Buyer's Premium of Fifty-Four Thousand One Hundred Fifty Dollars (\$54,150). Buyer's Aggregate Bid shall amount to Four Hundred Fifteen Thousand One Hundred Fifty Dollars (\$415,150) (the "Purchase Price"). The Purchase Price shall be payable as follows:

- (a) The Trustee acknowledges that Buyer has heretofore deposited the sum of Twenty Thousand Dollars (\$20,000) (together with interest accrued thereon the "Deposit") with Tiger Remarketing Services (the "Tiger"). The Deposit shall become non-refundable in the event of a failure of Buyer to consummate the Transaction in a timely manner unless the failure of the consummation of the Transaction is due to the fault of the Trustee and this Agreement is terminated by Buyer due to a material breach or default by the Trustee.
- (b) Buyer shall pay the balance of the Purchase Price over and above the Deposit of Three Hundred Ninety Five Thousand One Hundred Fifty Dollars (\$395,150) via wire transfer to Tiger, in accordance with instructions provided in the Business Asset Sale Sealed Bid Package (the "Bid Package").

### II. TRANSACTION AND THE ACQUIRED ASSETS

1. Upon the closing of the Transaction (the "Closing"), Buyer shall acquire, and the Trustee shall convey and/or transfer all of the assets, properties, licenses, contracts (to the extent such contracts may be assumed and assigned), agreements and rights of every kind, nature and

TRADEMARK

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description, tangible or intangible, wherever located, of the Debtor to Powersites (and, for the avoidance of doubt, solely as concerns Powersites), except for the excluded assets listed below (collectively, the "Assets"), including, without limitation, the following:

- (a) All intellectual property including, without limitation, the internet protocol address, software and code, patents, patent applications, copyrights, trademarks and service marks, all licenses, trade names, domain names, designs, know-how, business plans, strategies, and other technologies ("Intellectual Property") associated with Powersites including, but not limited to, the following registered service marks:
- i. POWER SITES
    - Registration Number 3,650,290
    - The mark consists of standard characters without claim to any particular font, style, size or color. No claim is made to the exclusive right to use "sites", apart from the mark as shown;
  - ii. PowerSites
    - Registration Number 3,896,993
    - The mark consists of standard characters without claim to any particular font, style, size or color; and
  - iii. Powersites
    - Registration Number 3,897,413
    - The mark consists of the words "Power" and "Sites" outlined in capital letters with the letter "o" in "Power" resembling a power button on a computer. The word "sites" is positioned in front of a black curved rectangle
- (b) All non-expired domain names pursuant to the terms and conditions as set forth in the Bid Package. Buyer shall also have the rights to any expired domain names, which are in a redemption period; however, Buyer shall be solely responsible for the cost and logistics of redeeming such expired domain names.
- (c) All readily available current and former customer websites.
- (d) All readily available intangible assets including, without limitation, contacts, pricing and other relevant lists, databases, and information relating to the customers, distributors, employees, consultants, suppliers, and historical operations and financial records associated with Powersites;

- (e) Such leases, contracts (to the extent such contracts and leases may be assumed and assigned), supply and service agreements, and other personal property rights and intangibles (collectively, the "Leases and Contracts") as Buyer desires to acquire which are associated with Powersites only including, but not limited to, the contracts and agreements, if any, between the Debtor and
  - i. Amazon AWS;
  - ii. Go Daddy;
  - iii. Paypal;
  - iv. Clearcode;
  - v. WP Solution; and
  - vi. Marchex
- (f) Account credentials (including login and password) and/or reasonable assistance in obtaining access and ownership of Amazon AWS, GoDaddy, Paypal, Clearcode, WP Solutions, Marchex and Chase Paymentech accounts associated with Powersites.
- (g) All other readily available tangible assets, promotional materials, computer software, and other equipment and personal property associated with Powersites;
- (h) All of the goodwill of Powersites; and
- (i) All other assets, not including the Excluded Assets, of the Debtor concerning Powersites that are described in the Bid Package but are not detailed in this Agreement.

Assets not being acquired (the "Excluded Assets") are (1) all cash or cash equivalents, including any located in the Debtor's Paypal account; (2) all leases and contracts between the Debtor and Yext; (3) any accounts receivable of any kind, and (4) all other assets of the Debtor, including any other assets not specifically referenced in paragraphs (a)-(i). Should Buyer receive Excluded Assets inadvertently or which are comingled with included Assets, Buyer shall a) if the Excluded Asset is intangible, treat the Excluded as confidential and b) return the Excluded Asset to Trustee or destroy the Excluded Asset at Trustee's discretion. In the event any of the Assets are required by the Trustee for case administration purposes, Buyer agrees to make such information available to the Trustee or his professionals.

Subject to Buyer's due diligence, Buyer will not assume as of the closing of the Acquisition any liabilities and obligations of the Debtor (including any as they may concern Powersites), other than those liabilities expressly assumed (including any cure obligations for any contract or lease assumed or assigned including Marchex), and such liabilities and obligations will remain as liabilities and obligations of the Debtor.

### **III. REPRESENTATIONS AND WARRANTIES**

1. Buyer represents and warrants to the Trustee that Buyer has all corporate power and authority to enter into this Agreement and consummate the Acquisition; that Buyer has taken all corporate action necessary to authorize this Agreement and the Acquisition; and that this Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application affecting enforcement of creditors' rights generally or by general principles of equity that restrict the availability of equitable remedies.

2. Trustee represents and warrants to Buyer that Trustee has the legal capacity to enter into this Agreement and consummate the Acquisition; that Trustee is the duly appointed trustee in the Case; and that this Agreement is a valid and binding obligation of Trustee, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application affecting enforcement of creditors' rights generally or by general principles of equity that restrict the availability of equitable remedies.

3. Trustee represents and warrants to Buyer that, at Closing, the Assets shall be free and clear of all existing debt, liens, claims or other encumbrances and in their condition as existing as of execution hereof (ordinary wear and tear excepted) pursuant to 11 U.S.C. § 363.

4. Trustee makes no other warranties or representations with respect to the Assets or otherwise, and Buyer acknowledges that it shall take the Assets on an AS IS, WHERE IS basis.

### **IV. BANKRUPTCY FILING**

Trustee shall convey the Assets free and clear of all existing debt, liens, claims and encumbrances pursuant to Section 363(f) of the United States Bankruptcy Code ("Code"), together with a good faith finding under Section 363(m) of the Code pursuant to and as provided in the Order Approving Motion Of Don A. Beskrone, Chapter 7 Trustee, For An Order, Pursuant To 11 U.S.C. §§ 105, 327, 328, 363, 365, And 554 (I) Authorizing The Retention Of Tiger Remarketing Services, Branford Auctions, LLC, Hilco Industrial, LLC, And North East Printing Machinery, Inc. As Agent And Auctioneer, (II) Approving Agency & Sale Agreement To Permit The Sale And/Or Abandonment Of The Debtors' Machinery, Equipment, And Intellectual Property, And (III) Granting Certain Related Relief ("The Retention & Sale Order").

### **V. CONDITIONS TO CLOSING**

The closing of the Transaction shall be subject to the following conditions:

1. **Approvals.** All parties shall have received all required approvals and consents from governmental authorities, agencies, and third parties, including transfer of any required vendors licenses or other approvals.

2. **Bankruptcy.** Entry of orders by the court having jurisdiction over Debtor's chapter 7 case approving procedures to be utilized by the Trustee for the sale of the Assets and authorizing the sale of such Assets to Buyer free and clear of all liens, claims and encumbrances under Bankruptcy Code Section 363(f) together with a finding that Buyer is a good faith purchaser entitled to the protections under Bankruptcy Code 363(m). Buyer acknowledges and agrees that The Retention & Sale Order is and shall serve as an order by the Bankruptcy Court authorizing the sale provided herein.

3. **Assignments and Transfers.** The negotiation, execution and delivery of any required assignment and transfer agreements.

4. **Leases and Contracts.** The assumption and assignment by the Trustee to Buyer under Bankruptcy Code 365 of such Leases and Contracts, to the extent such Leases and Contracts are executory, as Buyer desires to acquire which are associated with Powersites. Buyer agrees to, and shall be solely responsible for, the curing of any defaults under any such Leases and Contracts, and the provision of adequate assurance of future performance.

5. **Litigation.** The absence of pending or threatened litigation related to Powersites, the Assets or this Agreement.

## VI. MISCELLANEOUS

1. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding those laws that direct the application of the laws of another jurisdiction.
2. **Counterparts; Electronic Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Receipt by facsimile, scanned copy or portable document format (PDF) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.
3. **Headings.** The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.
4. **Survival of Warranties.** The warranties and representations of the parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing; provided, however, that such representations and warranties need only be accurate as of the date of such execution and delivery and as of each Closing.
5. **Amendment of Agreement.** Any provision of this Agreement may be amended only by a written instrument signed by Buyer and by the Trustee.
6. **Further Assurances.** Each party agrees to execute and deliver, after the Closing, such forms, bills of sale or other documentation as the other party may reasonably request to carry out the intent of this Agreement.

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7. **Entire Agreement; Successors and Assigns.** This Agreement constitute the entire understanding between the Trustee and Buyer in relation to the subject matter hereof. Any prior and contemporaneous agreement, discussion, understanding or correspondence between the Trustee and Buyer regarding the purchase of the Assets is superseded by this Agreement. Subject to the exceptions specifically set forth in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors, and assigns of the parties.

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

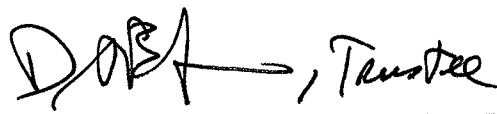
BUYER:

Powersites Medical, LLC, a  
California Joint Liability Company

  
\_\_\_\_\_  
Eli Perlmutter, its Manager

SELLER:

DON BESKRONE, CHAPTER 7  
TRUSTEE

  
\_\_\_\_\_  
Don Beskrone, Trustee