

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AnandTech, Inc.		12/16/2014	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	TechMediaNetwork, Inc.		
Street Address:	251 20th Street, 2nd Floor		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78901664	ANANDTECH	
CORRESPONDENCE DATA			
Fax Number:	4156753434		
<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:	4152691972		
Email:	katherine.keating@bryancave.com		
Correspondent Name:	Katherine Keating, Bryan Cave LLP		
Address Line 1:	560 Mission Street, 25th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	0363430		
NAME OF SUBMITTER:	Katherine Keating		
SIGNATURE:	/katherine keating/		
DATE SIGNED:	03/10/2016		
Total Attachments: 35			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made December 16, 2014, by and between TechMediaNetwork, Inc., a Delaware corporation ("**Buyer**"), and AnandTech, Inc., a North Carolina corporation ("**Seller**"). Certain other capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, Buyer and Seller wish to enter into this Agreement pursuant to which Seller will sell and Buyer will purchase substantially all the assets of Seller.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Assets Being Purchased; No Assumption of Liabilities.**

1.1 **Purchased Assets.** Subject to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, transfer and assign to Buyer, on the Closing Date, all of Seller's right, title and interest in and to the following assets (the "**Purchased Assets**"):

(a) All Intellectual Property, including (i) the right to use, copy, modify, exploit, license, assign, convey and pledge the Intellectual Property, (ii) the right to exclude others from using the Intellectual Property, (iii) the right to sue others and collect damages for past, present and future infringement of the Intellectual Property, (iv) the right to create derivatives of the Intellectual Property and retain full ownership thereof, and (v) the right to file and prosecute applications for registration, now pending or hereinafter initiated, to protect any rights in the Intellectual Property;

(b) All Software and databases;

(c) All books, records, data, files, manuals, and other documentation other than those set forth in Section 1.2(a), including: (i) studies, reports, correspondence and other similar documents and records, whether in electronic form or otherwise; and (ii) all tangible business information;

(d) All goodwill;

(e) All Seller Contracts, and all outstanding offers or solicitations made by or to Seller to enter into any Contract; and

(f) All of the assets, and all of the right, title and interest therein, set forth on Schedule 1.1, including but not limited to tangible assets and Seller's social media accounts.

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3. **Representations and Warranties of Seller.**

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated herein, Seller hereby represents and warrants to Buyer, subject to the exceptions specifically disclosed in the attached schedules of exceptions (the “**Schedules**”), as of the date hereof, as follows:

3.1 **Authority and Effect.** Seller has the full corporate power and authority to execute and deliver this Agreement. This Agreement and the consummation by Seller of its obligations contained herein have been duly authorized by all necessary corporate actions of Seller, and this Agreement has been duly executed and delivered by Seller. This Agreement is a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. It is not necessary for Seller to take any action or to obtain any approval, consent or release by or from any third person, governmental or other, to enable Seller to enter into or perform its obligations under this Agreement, except for the required approvals, consents and releases set forth in Schedule 3.1.

3.2 **Organization and Standing.** Seller is a corporation duly organized and validly existing under the laws of the State of North Carolina, and Seller is qualified to do business in each jurisdiction where the failure to be so qualified would have a Material Adverse Effect on Seller. Seller has the requisite corporate power and authority to conduct its business as now conducted and to own or license the Purchased Assets, and to use such Purchased Assets in the conduct of its business. Seller has no subsidiaries and owns no investments or equity securities in any other person or entity.

3.3 **The Purchased Assets.** On the Closing Date, Seller shall convey and transfer to Buyer, and Seller currently has, good, complete and marketable title to all of the Purchased Assets, free and clear of all Encumbrances of any nature whatsoever. Except as indicated in Schedule 3.3, all of the Purchased Assets are in the exclusive possession and control of Seller and Seller has the unencumbered right to use, and to sell to Buyer in accordance with the terms and provisions of this Agreement, all of the Purchased Assets. There are no Encumbrances of any kind on or affecting any of the Purchased Assets except as indicated in Schedule 3.3.

REDACTED

3.5 **Intellectual Property.**

(a) Schedule 3.5(a) contains a complete and accurate list of all Products.

(b) Schedule 3.5(b) contains a complete and accurate list of all Intellectual Property Registrations.

(c) Schedule 3.5(c) contains a complete and accurate list of all Contracts to which Seller is a party pursuant to which (i) any Intellectual Property is

licensed to any third party, (ii) third parties have provided Writer Content to Seller (collectively, the “**Writer’s Agreements**”) or (iii) a third party has licensed any material intellectual property to Seller, other than agreements for generally available, off-the-shelf, shrinkware, clickwrap or similar software.

(d) Except as noted in Schedule 3.5(d), Seller owns all right, title and interest in and to all Intellectual Property free and clear of all Encumbrances (including any distribution rights and royalty rights). Seller has no Patents.

(e) Except as noted in Schedule 3.5(e), Seller has the exclusive right to use, sell, license and dispose of, and has the right to bring actions for infringement of, all Intellectual Property, including the right to collect damages for past, present and future infringements.

(f) Seller has an exclusive, worldwide, irrevocable right and license to publish, display, use, reproduce, create derivative works of or otherwise make accessible through Seller’s website the Writer Content. Consummation of the transactions contemplated hereby will not alter or impair the validity of such exclusive license.

(g) No claims have been asserted against Seller in writing by any person challenging Seller’s use or distribution (including manufacture, marketing, license or sale) of any Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement relating thereto. Seller has no Knowledge of any valid basis for any claim of the type specified in this Section 3.5(g). There is no pending or, to Seller’s Knowledge, threatened, opposition, interference or cancellation proceeding before any Governmental Authority in any jurisdiction against any registrations or applications relating to the Intellectual Property. Seller has no Knowledge of any facts that would lead Seller to believe any other third party has infringed or otherwise misappropriated the Intellectual Property in a manner that would reasonably be expected to materially impact Seller Business in a negative way.

(h) The execution, delivery and performance of this Agreement and the transactions contemplated hereby will not (i) breach, violate or conflict with any instrument, agreement or other right governing any of the Purchased Assets or portion thereof, (ii) cause the forfeiture or termination, or give rise to a right of forfeiture or termination, of any Purchased Assets or portion thereof, (iii) in any way impair the right of Buyer to use (including distribute, manufacture, market, license, sale or other disposition of) any Purchased Assets or portion thereof, or (iv) give rise to any right to bring any action for infringement of any Purchased Assets or any portion thereof.

(i) To Seller’s Knowledge, Seller is not violating, and has not violated, any intellectual property rights of any third party, including infringement of or misappropriation of intellectual property or other proprietary rights, and, except as set forth in Schedule 3.5(i), no third party has provided notice to Seller of such a possible violation.

(j) To Seller's Knowledge, no party to any contract, commitment or restriction relating to any Intellectual Property intends to cancel, withdraw, modify or amend such contract.

(k) Except as set forth in Schedule 3.5(k), no third party has any right to manufacture, reproduce, distribute, sell, sublicense, market or exploit any granted rights in the Intellectual Property or any portion thereof, and Seller has no agreements, contracts or commitments that provide for the manufacture, reproduction, distribution, sale, sublicensing, marketing, development, exploitation or supply by Seller of any Intellectual Property or any adaptation, translation, or derivative work based on the Intellectual Property, or any portion thereof or otherwise material to its business. Except as noted in Schedule 3.5(k), Seller has not granted to any third party any exclusive rights of any kind with respect to any of the Intellectual Property, and Seller has not granted any third party any right to market any product utilizing any Intellectual Property.

(l) Except in the ordinary course of business, Seller has not knowingly altered its data, or any Intellectual Property, in a manner that may damage data, whether stored in electronic, optical, magnetic or other form.

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REDACTED

REDACTED

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REEL: 005749 FRAME: 0607

REDACTED

REDACTED

REDACTED

3.13 **No Material Misstatement or Omission.** The representations and warranties of Seller contained herein, and the disclosures contained in the Schedules, do not contain any statement of a material fact that was untrue when made or omit any information necessary to make any such statement contained therein, in light of the circumstances under which such statement was made, not misleading.

4. **Representations and Warranties of Buyer.**

The Buyer represents and warrants to Seller, as of the date hereof, as follows:

4.1 **Authority and Binding Effect.** Buyer has the full corporate power and authority to execute and deliver this Agreement. This Agreement and the consummation by Buyer of its obligations contained herein have been duly authorized by all necessary corporate actions of Buyer, and this Agreement has been duly executed and delivered by Buyer. This Agreement is a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. It is not necessary for Buyer to take any action or to obtain any approval, consent or release by or from any third person, governmental or other, to enable Buyer to enter into or perform its obligations under this Agreement other than as have been taken or obtained as of the date of this Agreement.

4.2 **Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and Buyer is qualified to do business in each jurisdiction where the failure to be so qualified would have a Material Adverse Effect on Buyer. Buyer has the requisite corporate power and authority to conduct its business as now conducted.

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REDACTED

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REDACTED

11. **Miscellaneous.**

11.1 **Public Announcements.** At Buyer's request and sole discretion, Seller and Buyer shall make a joint press release, in form reasonably acceptable to Buyer, announcing the transactions contemplated by this Agreement. Seller and Buyer shall not make any other public announcements or other disclosures concerning matters set forth in this Agreement or the negotiation thereof without the prior written consent of the Buyer unless such disclosure is required by law.

11.2 **Assignment.** Seller may not assign this Agreement, or assign its rights or delegate its duties hereunder, without the prior written consent of Buyer. Buyer shall be

entitled to assign its rights and obligations hereunder, in whole or in part, to one or more of its affiliates, without the prior written consent of Seller, but no such assignment shall relieve Buyer of its obligations hereunder.

11.3 **Severability.** Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

11.4 **Governing Law.** This Agreement is deemed to have been made in the State of New York and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of New York for contracts made and to be performed in that state.

11.5 **Entire Agreement; Amendment.** This Agreement and the Exhibits and Schedules hereto, and each additional agreement and document to be executed and delivered pursuant hereto constitute all of the agreements of the parties with respect to, and supersede all prior agreements and understandings relating to the subject matter of, this Agreement or the transactions contemplated by this Agreement. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement signed by the parties hereto.

11.6 **Waiver.** No waiver by one party of the other party's obligations, or of any breach or default hereunder by any other party, shall be valid or effective, unless such waiver is set forth in writing and is signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or any other breach or default by such other party.

11.7 **Interpretation; Headings.** This Agreement is the result of arms-length negotiations between the parties hereto and no provision hereof, because of any ambiguity found to be contained therein or otherwise, shall be construed against a party by reason of the fact that such party or its legal counsel was the draftsman of that provision. The section, subsection and any paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit or affect, and shall not be considered in connection with, the interpretation of any of the terms or provisions of this Agreement. Any references to "including" or "include" shall be interpreted to be followed by "without limitation."

11.8 **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given to the person designated below (i) on the date of delivery if delivered in person; (ii) on the first business day after being sent by fax, provided that the successful transmission of the fax has been confirmed through a confirmation function sheet provided by the fax machine used for such transmission; (iii) on the third business day following the deposit thereof in

the United States Mail, provided it is mailed by certified mail, return-receipt requested and postage prepaid and properly addressed; or (iv) on the second business day after being sent by air courier. Any party hereto may from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified below:

If to Seller:

AnandTech, Inc.
2297 Lansford Ave
San Jose, CA 95125
Attn: Anand Shimpi

with a copy to:

Parker Poe Adams & Bernstein LLP
PNC Plaza
301 Fayetteville Street
Suite 1400
Raleigh, NC 27601
Attn: William B. Cannon
Fax: (919) 834-4564

If to Buyer, to:

TechMediaNetwork, Inc.
251 20th Street, 2nd Floor
Ogden, UT 84401
Attn: Randy Bambrough, Chief Financial Officer

with a copy to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
220 West 42nd Street, 17th Floor
New York, NY 10036
Attn: Daniel A. Goldberg
Fax: (877) 881-3007

11.10 **Bulk Sales Law.** The parties acknowledge that this Agreement does not involve a seller whose principal business is the sale of inventory from stock under California Commercial Code Section 6103(a)(1), and therefore the bulk sale provisions of California Commercial Code Section 6101, etc. shall not apply in any escrow or otherwise.

IN WITNESS WHEREOF, each of Seller and Buyer has caused a duly authorized representative to execute this Asset Purchase Agreement on the date first written above.

TechMediaNetwork, Inc.,
a Delaware Corporation

By: 
Name: Randall Bambrough
Title: Chief Financial Officer

AnandTech, Inc.,
a North Carolina Corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Seller and Buyer has caused a duly authorized representative to execute this Asset Purchase Agreement on the date first written above.

TechMediaNetwork, Inc.,
a Delaware Corporation

By: _____
Name:
Title:

AnandTech, Inc.,
a North Carolina Corporation


By:  _____
Name: Anand Shimpi
Title: CEO

EXHIBIT A

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

REDACTED

REDACTED

“Intellectual Property” shall mean all Copyrights, Trademarks, Patents, Software, business plans, financial data, marketing plans, supplier or customer lists, goodwill, forecasts, know-how, trade-secrets, databases, algorithms, concepts, inventions, techniques, system designs, engineering models, ideas, confidentiality agreements or other intellectual property and other proprietary rights of Seller (including files held by lawyers and agents of Seller).

“Intellectual Property License” means any license, sublicense, right, covenant, non-assertion, permission, consent, release or waiver under or with respect to any Intellectual Property.

“Intellectual Property Registrations” means all of the following: (a) Patents, including applications therefor; (b) registered Trademarks, applications to register Trademarks, including intent-to-use applications; (c) Copyright registrations and applications to register Copyrights; (d) domain name registrations; and (e) any other application, certificate, filing, registration or other document issued by, filed with, or recorded by, any private, state, government or other public or quasi-public legal authority in connection with any Intellectual Property.

REDACTED

REDACTED

REDACTED

“**Trademarks**” shall mean all United States and foreign registered and common law trademarks, trade names, service marks and logos, or applications therefore, whether or not registration for such mark exists or is pending, that Seller may own, or have any rights to, together with all other trademark, trade name, service mark or logo interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

REDACTED

Schedules to Asset Purchase Agreement

This document (collectively, the “**Schedules**”) is a compilation of disclosures provided pursuant to the Asset Purchase Agreement dated December ____, 2014 between TechMediaNetwork, Inc. and AnandTech, Inc. (the “**Purchase Agreement**”). Capitalized terms used in the Schedules without definition have the meanings assigned to them in the Purchase Agreement. Headings have been inserted in the Schedules for convenience of reference only and shall not have the effect of amending or changing the express descriptions of the sections set forth in the Purchase Agreement. Any descriptions of Contracts or similar instruments are qualified by the specific terms of such documents. A disclosure by Seller in the Schedules does not constitute an admission that such item is required to be disclosed by the Purchase Agreement or that such item is material. Disclosures made under one particular section of the Schedules are deemed to be made under other sections of the Schedules to the extent reasonably apparent.

Schedule 1.1

Tangible Assets

REDACTED

Schedule 3.1

Consents

REDACTED

Schedule 3.3

Encumbrances

REDACTED

Schedule 3.5

Intellectual Property

(a) AnandTech website: www.anantech.com

Host user forums

(b) Service Mark: US. Reg. No. 3227693

REDACTED

REDACTED

Schedule 3.8

Litigation

REDACTED

Schedule 3.11

Financial Statements

REDACTED

Schedule 3.12

Absence of Changes
REDACTED