

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Tech Media Corporation		10/31/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ShopperLocal, LLC		
Street Address:	2222 Sedwick Drive, #102		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1334657	ADCART	
CORRESPONDENCE DATA			
Fax Number:	9198294296		
<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:	9198294296		
Email:	tschmidt@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	SHOPLOC.21001		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	01/16/2017		
Total Attachments: 3			
source=Adcart - APA from Market Tech Media to ShopperLocal_Redacted#page1.tif			
source=Adcart - APA from Market Tech Media to ShopperLocal_Redacted#page2.tif			
source=Adcart - APA from Market Tech Media to ShopperLocal_Redacted#page3.tif			

CH \$40.00 1334657

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of the 31st day of October, 2012 (the "Effective Date"), by and among ShopperLocal LLC, a North Carolina limited liability company (the "Buyer") and Market Tech Media Corporation, a Delaware corporation (the "Seller").

WHEREAS, the Seller provides products and services to enable, implement and gauge the effectiveness of grocery store advertising, including through such products and services as Adcart, RTN, (the "Business"); and

WHEREAS, the Seller has decided to sell assets related to the Adcart and RTN product lines, including the Market Tech Media brand and all assets associated therewith; and

WHEREAS, the Buyer desires to purchase and operate such product lines and is willing to provide the consideration outlined in this Agreement; and

WHEREAS, the Seller therefore desires to sell, transfer and assign to the Buyer, substantially all of the assets of the Adcart and RTN product lines from the Seller, including the Market Tech Media brand and trademarks, for the consideration, including the assumption of certain specified liabilities, all as set forth below;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

1. The Transaction.

1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, the Seller shall sell, transfer, assign and deliver to the Buyer, and the Buyer shall purchase, accept and receive, all of the Seller's right, title and interest in and to the Assets (defined below) and to carry on the business of the Seller, free and clear of all liens, claims, liabilities and encumbrances.

1.2 The Assets. The "Assets" are the following:

(a) domain name registrations and their web site content including the URLs listed on Schedule 1.2(a) (the "Websites");

(b) all intellectual property rights used in or substantially related to the Adcart or RTN product lines Business including, without limitation the Market Tech Media brand and all copyrights, trademarks, service marks, trade secrets, trade dresses and goodwill related thereto, including but not limited to the registered copyrights, copyright applications, registered trademarks and trademark applications set forth on Schedule 1.2(b) (the "Intellectual Property");

(c) the contracts identified on Schedule 1.2(c) (the "Contracts"), including without limitation the Customer Contracts as set forth on such Schedule;

(d) any database or other information related to subscribers, members or customers of the Adcart or RTN product lines;

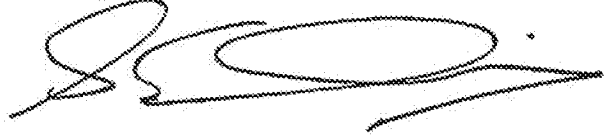
(e) the accounts receivable of the business

IN WITNESS WHEREOF, this ASSET PURCHASE AGREEMENT has been duly executed by the parties hereto as of and on the date first above written.

THE SELLER:

Market Tech Media Corporation

By :



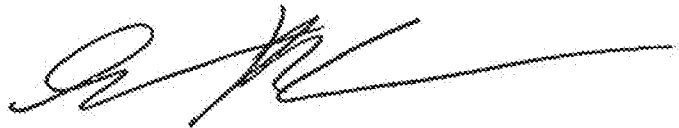
Name: Greg Lindberg

Title: Chairman & CEO

THE BUYER:

Shopper Local, LLC

By :



Name: Scott Hall

Title: President

Schedule 1.2(a) --Websites

www.adcart.com
www.registertapenetwork.com
www.rtn.net
www.markettechmedia.com

Schedule 1.2(b) – Intellectual Properties

Patents

None.

Trademarks

- Federally registered mark for “ADCART”, Reg. No. 1334657 [Note: is this owned by “FanFare Media Works, Inc.”, a California corporation, “FMW, Inc.”, a Delaware corporation, or “FMW OC, Inc.”? Should get it assigned to MTMC prior to closing the transaction]
- Federally registered mark for Adcart design, Reg. No. 1334656 [Note: same as above]
- Any common law trademark or service mark rights in the marks Market Tech, Market Tech Media, Market Tech Media Corporation, markettechmedia.com, MTM Corporation, AdCart, RTN, Register Tape Network, supervalue, supervalue.com, BounceBack, bounceback.com, Market Information Center, MIC, Exposure + Repetition + Targeting = Increased Business, Try Not to See this Ad
- ADCART logo, RTN REGISTER TAPE NETWORK logo, , as displayed at the website www.markettechmedia.com
- Other logos used by the Seller in connection with the Business

Copyrights

All copyrights held by Seller in the Assets, including without limitation: (i) on the websites listed on Schedule 1.2(a) above, (ii) in all marketing, instructional, training and public relations material prepared by or for the Seller in connection with the Business, whether in electronic or hardcopy format, including without limitation powerpoint or other presentations, correspondence, guides, manuals, welcome messaging, follow-up surveys and questionnaires, and (iii) internal instructions, training and documentation for employees, contractors and business partners.

Schedule 1.2(c) – Contracts

