

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Active Junky, Inc.		12/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AJ Media, LLC		
<b>Street Address:</b>	9615 E County Line Rd-Ste. B#435		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4381921	ACTIVE JUNKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	415-675-3400		
<b>Email:</b>	katherine.keating@bclplaw.com		
<b>Correspondent Name:</b>	Katherine A. Keating		
<b>Address Line 1:</b>	Three Embarcadero Center, 7th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	1081506.1		
<b>NAME OF SUBMITTER:</b>	Katherine A. Keating		
<b>SIGNATURE:</b>	/Katherine A. Keating/		
<b>DATE SIGNED:</b>	08/21/2019		
<b>Total Attachments: 31</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of December 12, 2018, is made by and between Active Junky, Inc., a Delaware corporation (“Seller”), and AJ Media, LLC, a Colorado limited liability company (“Buyer” and, together with Seller, each a “Party” and, collectively, the “Parties”).

### RECITALS

A. Seller owns certain personal property and other assets set forth on **Exhibit A** attached hereto (collectively, the “Assets”), which Assets are primarily used in the operation of the business of Seller (the “AJ Business”).

B. Buyer desires to purchase from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Buyer, the Assets in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Purchase and Sale of the Assets. Subject to the terms of this Agreement, Seller agrees to sell, assign, transfer, convey and deliver (in the manner provided herein) to Buyer, and Buyer agrees to purchase and acquire from Seller, free and clear of all Liens (as defined below), all right, title and interest in and to the Assets. The Assets shall include the contracts listed on Schedule 1 to **Exhibit B** as “Assumed Contracts”. For the avoidance of doubt, all assets of Seller other than the Assets (including but not limited to the “Excluded Assets” listed on **Exhibit A**) shall be “Excluded Assets”, and all contracts of Seller other than the Assumed Contracts shall be “Unassumed Contracts” for all purposes of this Agreement.

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18. Notices. Any notice, request, instruction or other document to be sent or given hereunder by any of the Parties shall in every case be in writing and delivered in person, by commercial or overnight courier, by facsimile or electronic mail transmission or mailed by certified mail, postage prepaid, return receipt requested, as follows (or to such other person or address as either such Party may specify in a notice duly given by such Party as provided herein):

If to Seller:

Active Junky, Inc.  
c/o Future US, Inc.  
11 West 42<sup>nd</sup> Street, 15<sup>th</sup> Floor  
New York, NY 10036  
Attn: Zillah Byng-Thorne  
Email: [zillah.byngthorne@futurenet.com](mailto:zillah.byngthorne@futurenet.com)

With a copy by email to: [legal@futurenet.com](mailto:legal@futurenet.com)

If to Buyer:

AJ Media, LLC  
9615 E County Line Rd-Ste. B#435  
Centennial, CO 80112  
Attn: Kevin McInerney  
By email: [kevinmccinerney@gmail.com](mailto:kevinmccinerney@gmail.com)

With a copy to (which shall not constitute notice):

The Law Office of E.M. Cochran, LLC  
600 17th Street, Suite 2800 South  
Denver, CO 80202  
Attn: E. Martin Cochran  
By email: [marty@emcochran.com](mailto:marty@emcochran.com)

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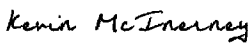
*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

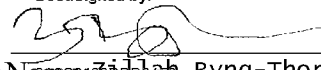
**BUYER:**

AJ Media, LLC  
a Colorado limited liability company

DocuSigned by:  
By:   
Name: Kevin McInerney  
Title: CEO

**SELLER:**

Active Junky, Inc.  
a Delaware corporation

DocuSigned by:  
By:   
Name: Zoltan Byng-Thorne  
Title: CEO

**LIST OF EXHIBITS**

- Exhibit A      Assets
  - Schedule 1 to Exhibit A   Office Equipment and Supplies
  - Schedule 2 to Exhibit A   Software & Development Work
  - Schedule 3 to Exhibit A   Domain Names
  
- Exhibit B      Assumed Contracts and Assumed Liabilities
  - Schedule 1 to Exhibit B   Assumed Contracts
  - Schedule 2 to Exhibit B   Assumed Liabilities
  
- Exhibit C      Services Agreement
  
- Exhibit D      Assignment and Bill of Sale
  
- Exhibit E      Assignment and Assumption of Contracts
  - Schedule 1 to Exhibit E   Assumed Contracts
  
- Exhibit F      AJ Employees
  
- Exhibit G      Disclosure Schedule

EXHIBIT AAssets

The “Assets” shall include any and all tangible and intangible assets owned or used wholly or exclusively in the operation of the AJ Business (other than the “Excluded Assets” referenced below), including, without limitation, the following:

1. All office equipment and supplies owned or used in connection with the AJ Business, including without limitation the items listed on Schedule 1 hereto.
2. All software (source and object code), work in process and development work owned or used by Seller in the AJ Business and the Purch Perks business, including without limitation the items listed on Schedule 2 hereto. This includes Active Junky source code, Purch Perks Hub and Purch Perks API, PROVIDED THAT Buyer shall be required to rebrand the latter two assets to remove ‘Purch’.
3. All business records, documents, and files of Seller pertaining wholly or exclusively to the AJ Business (excluding records, documents and files identified as Excluded Assets).
4. All intellectual property owned or used by Seller in connection with the AJ Business, including without limitation the following:
  - a. All trademarks and service marks, registered or unregistered, and trade secrets associated with the AJ Business including (without limitation):

<b>Mark</b>	<b>App. / Reg.No.</b>	<b>Goods/Services</b>	<b>Territory</b>
<b>ACTIVE JUNKY</b>	Reg. No. 4,381,921	<i>promoting the goods and services of others by providing a website featuring discount vouchers, price-comparison information, product reviews, links to the retail websites of others, rebates, and discount information, but excluding information about activities (class 35)</i>	United States

Seller hereby grants Buyer, effective the day of the Closing, any and all rights held by Seller in the trade name, Active Junky, and hereby waives any rights thereto, and shall not, after Closing, make use of such name, directly or indirectly. Seller shall as soon as reasonably practicable after Closing amend its Articles of Incorporation to reflect a name change that bears no connection to the name “Active Junky” or reasonable derivations of such names.

- b. All URLs or domain names owned or used by Seller related to the AJ Business, including without limitation the domains listed on Schedule 3 hereto.
- c. Any and all social media accounts, including without limitation:

- i. Facebook account  
<https://www.facebook.com/ActiveJunkny>  
Active Junkny  
@ActiveJunkny
- ii. Twitter account  
<https://twitter.com/ActiveJunkny>  
ActiveJunkny.com  
@ActiveJunkny
- iii. Youtube account  
<https://www.youtube.com/channel/UCwHqkMxNj0gExgEqDQ8V6qg>  
Active Junkny
- iv. Vimeo account  
  
<https://vimeo.com/activejunkny>  
Active Junkny
- v. Instagram  
<https://instagram.com/activejunkny/>  
Active Junkny  
@activejunkny
- vi. Pinterest  
<https://www.pinterest.com/activejunkny/>

d. Any and all content utilized for the AJ Business, including photography, video written content, and similar content that is on any AJ Business websites or in the process of being written in which Seller owns the copyright. For the avoidance of doubt, this excludes Licensed Content as defined in and in accordance with Section 11(c) of the Agreement.

e. Any and all users and user information related wholly or exclusively to the AJ Business and Purch Perks business.

5. All contracts and agreements related wholly or exclusively to the Assets and the AJ Business to be assigned by Seller and assumed by Buyer, as listed on Schedule 1 to **Exhibit E**.

6. All goodwill associated with the AJ Business.

7. The Accounts Receivable as set forth in Section 4(b).

8. All online accounts of Seller utilized wholly or exclusively in the AJ Business, including PayPal and Amazon accounts (including any deposits made with respect to such accounts after the Effective Date.)
9. All ActiveJunky.com e-mail accounts.

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Excluded Assets

The following specific items, are “Excluded Assets” and are not included as Assets for purposes of this Agreement:

1. Bank accounts, cash on hand and cash equivalents
2. Office lease (including any deposit made under such office lease)
3. Corporate records, documents and files (Certificate of Incorporation, Bylaws, stock book, minute book, governance documents, and similar records, etc.)
4. Personnel records, documents and files (other than, at the request of Buyer, copies thereof pertaining to Transferred Employees)
5. Tax returns and accounting records and related documents and files

Schedule 1  
to  
Exhibit A

**REDACTED**

Schedule 2  
to  
Exhibit A

Software & Development Work

**REDACTED**

Schedule 3  
to  
Exhibit A

Domain Names

**DomainName**

ACTIVEJUNK.COM  
ACTIVEJUNKIE.COM  
ACTIVEJUNKY.COM  
ACTIVEJUNKY.NET  
ACTIVEJUNKY.ORG  
STYLEJUNKY.CO



EXHIBIT B

Assumed Contracts and Assumed Liabilities

**REDACTED**

Schedule 2 to  
Exhibit B

Assumed Liabilities

**REDACTED**

EXHIBIT C

Services Agreement

(see attached “**TRANSITION SERVICES AGREEMENT**”)

EXHIBIT D

Assignment and Bill of Sale

This Assignment and Bill of Sale dated as of December 12, 2018, is made by and between Active Junky, Inc., a Delaware corporation (“Seller”) and AJ Media, LLC, a Colorado limited liability company (“Buyer”, and together with Seller, the “Parties”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Agreement (as defined below).

Buyer and Seller are parties to an Asset Purchase Agreement dated on or about the date hereof (the “Agreement”). This Assignment and Bill of Sale is delivered pursuant to the Agreement.

Now, therefore, in consideration of the promises and mutual agreements set forth in the Agreement, the Parties hereto hereby agree as follows:

1. Sale of Assets. For true and lawful consideration paid to it by Buyer, the sufficiency of which is hereby acknowledged (including as set forth in the Agreement), Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all right, title and interest in and to the Assets, free and clear of any Liens of any kind or nature (except for the Assumed Liabilities).

2. Acceptance. Buyer hereby accepts the Assets.

3. Further Assurances. Seller shall, from time to time after the delivery of this Assignment and Bill of Sale, at Buyer’s reasonable request and without further consideration but at Buyer’s sole cost and expense, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Buyer of the Assets as contemplated under the Agreement.

4. Conflict with the Agreement. The sale, assignment, transfer, conveyance and delivery of the Assets made hereunder are made in accordance with and subject to the Agreement (including the representations, warranties, covenants and agreements contained therein). In the event of a conflict between the terms and conditions of this Assignment and Bill of Sale and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

5. Notices. Any notice, request or other document to be given hereunder to any Party hereto shall be given in the manner specified in Section 16 of the Agreement. Any Party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other Party hereto.

6. Enforceability. If any provision of this Assignment and Bill of Sale or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

7. Amendments. This Assignment and Bill of Sale may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

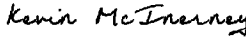
8. Counterparts. This Assignment and Bill of Sale may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other (including by facsimile or electronic mail).

9. Governing Law. This Assignment and Bill of Sale shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of the Agreement shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws.

The Parties hereto have caused this Assignment and Bill of Sale to be duly executed as of the day and year first above written.

**BUYER:**

AJ Media LLC

DocuSigned by:  
By:   
Name: Kevin McInerney  
Title: CEO

**SELLER:**

Active Junky, Inc.

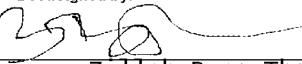
DocuSigned by:  
By:   
Name: Zillah Byng-Thorne  
Title: CEO

EXHIBIT E

Assignment and Assumption of Contracts

**REDACTED**

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**BUYER:**

AJ Media, LLC

DocuSigned by:  
By:   
Name: Kevin McInerney  
Title: CEO

**SELLER:**

Active Junky, Inc.

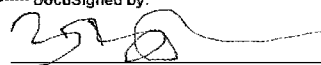
DocuSigned by:  
By:   
Name: Zvi Hah Byng-Thorne  
Title: CEO

EXHIBIT F

AJ Employees

REDACTED



EXHIBIT G

Disclosure Schedule

Not Applicable