

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WWLB Management LLC		11/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SpaceCraft, Inc		
Street Address:	701 Brazos St., Suite 950		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5086271	SEO EVERYTHING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9705413340		
Email:	brian.kelly@madwire.com		
Correspondent Name:	Brian J Kelly		
Address Line 1:	3405 S. Timberline Rd.		
Address Line 4:	Fort Collins, COLORADO 80525		
NAME OF SUBMITTER:	Brian Kelly		
SIGNATURE:	/Brian Kelly/		
DATE SIGNED:	11/07/2019		
Total Attachments: 18			
source=liveBooks Sale - Purchase Agreement (Executed)#page1.tif			
source=liveBooks Sale - Purchase Agreement (Executed)#page2.tif			
source=liveBooks Sale - Purchase Agreement (Executed)#page3.tif			
source=liveBooks Sale - Purchase Agreement (Executed)#page4.tif			
source=liveBooks Sale - Purchase Agreement (Executed)#page5.tif			

OP \$40.00 5086271

source=liveBooks Sale - Purchase Agreement (Executed)#page6.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page7.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page8.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page9.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page10.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page11.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page12.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page13.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page14.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page15.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page16.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page17.tif
source=liveBooks Sale - Purchase Agreement (Executed)#page18.tif

MEMBERSHIP INTEREST PURCHASE AGREEMENT

between

WeddingWire, Inc.

and

SpaceCraft, Inc.

dated as of

December 19, 2018

TABLE OF CONTENTS

Article I. Definitions	1
Article II. Purchase and sale	3
Section 2.01 Purchase and Sale	3
Section 2.02 Closing Date; Closing Statement; Closing Deliverables	3
Section 2.03 Tax Treatment	4
Article III. Representations and warranties of Seller	4
Section 3.01 Organization and Authority of Seller	4
Section 3.02 Organization and Authority of the Company	5
Section 3.03 Membership Interests	5
Section 3.04 Governmental Authorizations; Compliance	5
Section 3.05 Financial Statements; Liabilities	5
Section 3.06 Certain Other Representations	6
Section 3.07 No Other Representations and Warranties	7
Article IV. Representations and warranties of buyer	7
Section 4.01 Organization and Authority of Buyer	7
Section 4.02 Governmental Authorizations	7
Section 4.03 Investment Purpose; Financial Capacity	8
Section 4.04 No Other Representations and Warranties	8
Article V. As-Is Sale	8
Section 5.01 Membership Interest accepted by Purchaser “As-Is”	8
Article VI. Additional Agreements	8
Section 6.01 Releases	8
Section 6.02 Software License Agreement	9
Section 6.03 Restriction on Certain Promotions	9
Article VII. Miscellaneous	9
Section 7.01 Expenses	9
Section 7.02 Survival	9
Section 7.03 Notices	10
Section 7.04 Interpretation	10
Section 7.05 Headings	10
Section 7.06 Severability	10
Section 7.07 Entire Agreement	11
Section 7.08 Successors and Assigns	11
Section 7.09 No Third-party Beneficiaries	11
Section 7.10 Amendment and Modification; Waiver	11
Section 7.11 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial	11
Section 7.12 Counterparts	12
Section 7.13 Confidentiality	12

Section 7.14 Further Assurance13
Section 7.15 Remedies; Indemnification13
Section 7.16 No Other Duties13

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this “**Agreement**”), dated as of December 19, 2018, is entered into between WeddingWire, Inc., a Delaware corporation (“**Seller**”), and SpaceCraft, Inc., a Texas corporation (“**Buyer**”).

RECITALS

WHEREAS, WWLB Management, LLC, doing business as “liveBooks”, is a Delaware limited liability company (the “**Company**”) formed on June 20, 2013, that provides a cloud-based software tool for the creation and ongoing management of websites;

WHEREAS, Seller owns 100% of the issued and outstanding membership interests (the “**Membership Interests**”) of the Company;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Membership Interests, on the terms and subject to the conditions set forth herein (the “**Membership Interests Purchase**”);

WHEREAS, the Closing (as defined below) of the Membership Interests Purchase is occurring concurrently with the execution of this Agreement; and

WHEREAS, as consideration for the sale of the Membership Interests Buyer has, concurrently with the Closing and the execution of this Agreement, entered into that certain Promissory Note, dated as of the date hereof, in favor of Seller in the principal amount equal to the Purchase Price (the “**Promissory Note**”).

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

ARTICLE I. DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Allocation Statement**” has the meaning set forth in Section 2.03(b).

“**Closing Balance Sheet**” has the meaning set forth in Section 3.05.

“**Buyer**” has the meaning set forth in the Preamble.

“**Buyer Released Claims**” has the meaning set forth in Section 6.01(a).

“**Buyer Releasee**” has the meaning set forth in Section 6.01(b).

“**Buyer Releasing Persons**” has the meaning set forth in Section 6.01(a).

“**Claims**” has the meaning set forth in Section 6.01(a).

“**Closing**” has the meaning set forth in Section 2.02(a).

“**Closing Date**” has the meaning set forth in Section 2.02(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning set forth in the Recitals.

“**Competitor**” has the meaning set forth in Section 6.03.

“**Creditors’ Rights and Equitable Principles**” has the meaning set forth in Section 3.01.

“**Encumbrance**” means any charge, claim, pledge, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“**Financial Statements**” has the meaning set forth in Section 3.05.

“**GAAP**” means U.S. generally accepted accounting principles.

“**Governmental Authority**” means any federal, state, foreign, regional, municipal, or local government, or other political subdivision thereof, U.S. or foreign, or any entity, authority (including tax authority), agency, court, self-regulatory organization, representative or Person exercising executive, legislative, judicial, arbitral, regulatory, executive or administrative functions on behalf of such governmental entity or subdivision.

“**Knowledge of Seller**” means the actual knowledge of either Andrew Ivanovich or Catherine Cano or such knowledge either of them would reasonably be expected to obtain after a review of the Company’s and Seller’s books and records.

“**Law**” means any domestic or foreign, federal or state statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, injunction, policy, directive, decree, other requirement or rule of law of any Governmental Authority.

“**Membership Interests**” has the meaning set forth in the Recitals.

“**Membership Interests Purchase**” has the meaning set forth in the Recitals.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“**Purchase Price**” means \$600,000.

“**Promissory Note**” has the meaning set forth in the Recitals.

“**Representative**” means, with respect to any Person, any and all directors, managers, officers, employees, consultants, financial advisors, financing sources, counsel, accountants and other agents of such Person.

“**Seller**” has the meaning set forth in the Preamble.

“**Seller Released Claims**” has the meaning set forth in Section 6.01(b).

“**Seller Releasee**” has the meaning set forth in Section 6.01(a).

“**Seller Releasing Persons**” has the meaning set forth in Section 6.01(b).

“**Software License Agreement**” means that certain Software License, Development and Hosting Agreement, by and between the Company and Seller, dated as of February 5, 2016, as amended on June 1, 2018.

ARTICLE II. PURCHASE AND SALE

Section 2.01 **Purchase and Sale.** Upon the terms and subject to the conditions set forth herein, (a) Seller hereby sells, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and assumes from Seller, all of Seller’s right, title and interest in and to the Membership Interests, free and clear of all Encumbrances (other than those arising from federal and state securities laws), and (b) in consideration therefore, Buyer has, concurrently with the execution of this Agreement, executed and delivered to Seller the Promissory Note.

Section 2.02 **Closing Date; Closing Statement; Closing Deliverables.**

(a) The Membership Interests Purchase shall be consummated (the “**Closing**”) on the date hereof (the “**Closing Date**”) concurrently with the execution and delivery of this Agreement and the Promissory Note remotely via the exchange of documents and signatures.

(b) At the Closing, Seller shall deliver to Buyer evidence reasonably satisfactory to Buyer that Seller has (i) terminated or transferred to Seller the contracts of

the Company set forth on Schedule 2.02(b), (B) terminated the employment of all of its employees, and (C) dissolved the Company's Romanian branch.

(c) At the Closing, Buyer shall deliver to Seller the Promissory Note in favor of Seller with a face amount equal to the Purchase Price duly executed by Buyer.

(d) Effective immediately upon the consummation of the Closing, (i) Seller shall automatically (without any further action or written instrument by Seller or the Company) be withdrawn as the sole member and Manager of the Company and shall cease to be a member of or the Manager of the Company, (ii) each officer of the Company as of the time immediately prior to the Closing shall cease to be an officer of the Company, and (iii) Buyer shall automatically (without any further action or written instrument by Seller or the Company) become and be the sole member of the Company.

Section 2.03 **Tax Treatment.**

(a) For U.S. federal and applicable state income tax purposes, to the extent permissible, the purchase of the Membership Interests is intended to be treated as a purchase of the assets of the Company.

(b) Promptly following Buyer's proposed determination thereof (but in no event later than 60 days following the Closing Date), Buyer shall deliver to Seller an allocation of the Purchase Price (and other amounts treated as consideration for U.S. federal income tax purposes) among the assets of the Company (the "**Allocation Statement**") in accordance with Section 1060 of the Code, and the Treasury regulations promulgated thereunder. Buyer and Seller shall negotiate in good faith to resolve any disagreements with respect to the Allocation Statement. In the event that Seller and Buyer are unable to agree upon the Allocation Statement within 30 days following Buyer's delivery thereof to Seller, each party may, consistent with applicable Law (including Section 1060 of the Code and the Treasury regulations promulgated thereunder), allocate the Purchase Price (and other amounts treated as consideration for U.S. federal income tax purposes) among the assets of the Company in a manner it deems appropriate.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the Closing.

Section 3.01 **Organization and Authority of Seller.** Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware. Seller has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Transaction. The execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder and the consummation by Seller of the Transaction has been duly authorized by all action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement

constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting or relating to creditors' rights and remedies generally and to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) (collectively, "**Creditors' Rights and Equitable Principles**").

Section 3.02 **Organization and Authority of the Company.** The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. The execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder and the consummation by Seller of the Transaction has been duly authorized by all action on the part of the Company.

Section 3.03 **Membership Interests.** The Membership Interests constitute all of the outstanding limited liability company interests of the Company, and Seller is the owner of the Membership Interests. Except for the Membership Interests, there are no other equity securities of the Company issued, reserved for issuance or outstanding, and there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements (oral or in writing) under which the Company, Seller or its Affiliates is bound, to sell any person (other than Buyer) any equity securities of the Company. The Company does not as of the Closing own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture or partnership.

Section 3.04 **Governmental Authorizations; Compliance.** No consents, licenses, approvals or authorizations of, or registrations, declarations or filings with, any Governmental Authority are required to be obtained or made by Seller or the Company in connection with the execution, delivery, performance, validity and enforceability of this Agreement, other than those that would not, individually or in the aggregate, reasonably be expected to have a material and adverse effect on the business of the Company as operated immediately prior to the Closing. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation or default (i) of any provisions of the Company's certificate of formation, limited liability company agreement or similar governing documents, (ii) of any instrument, judgment, order, writ or decree of a Governmental Authority, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) of any provision of federal or state statute, rule or regulation applicable to the Company, other than, in the case of (ii)-(v), such violation and defaults that would not, individually or in the aggregate, reasonably be expected to have a material and adverse effect on the business of the Company as operated immediately prior to the Closing.

Section 3.05 **Financial Statements; Liabilities.** The Company has delivered to Buyer (a) its unaudited balance sheet as of December 31, 2017 and its unaudited income

statement and statement of cash flows for the fiscal year then ended (the “**Year-End Financial Statements**”) and (b) its unaudited balance sheet as of November 30, 2018 and its unaudited income statement and statement of cash flows for the 11-month period then ended (the “**Month-End Financial Statements**”, and, collectively with the Year-End Financial Statements, the “**Financial Statements**”). The Financial Statements have been prepared in all material respects in accordance with GAAP and fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject to the absence of footnote disclosure and to normal, recurring end-of-period adjustments which will not be, in the aggregate, material. Seller shall deliver within seven (7) business days following the Closing Date an unaudited balance sheet of the Company prepared in accordance with GAAP as of 11:59 P.M. on the day immediately prior to the Closing Date (the “**Closing Balance Sheet**”). The Closing Balance Sheet will be prepared in all material respects in accordance with GAAP and fairly present in all material respects the financial condition and operating results of the Company as of the date indicated therein, subject to the absence of footnote disclosure and to normal, recurring end-of-period adjustments which will not be, in the aggregate, material. Except as set forth on the Closing Balance Sheet, the Company has no liabilities, contingent or otherwise, other than (i) liabilities arising from matters described on Schedule 3.06 hereto and (ii) liabilities not required to be reflected on a balance sheet prepared in accordance with GAAP and that are not required to be described on Schedule 3.06. The aggregate current liabilities required to be reflected on the Closing Balance Sheet, excluding deferred revenue, will not exceed the aggregate current liabilities, excluding deferred revenue, reflected in the Month-End Financial Statements. The aggregate deferred revenue at Closing will not exceed \$310,000.

Section 3.06 **Certain Other Representations.** As of the Closing, except as set forth on Schedule 3.06 and except for those contracts with the Company’s customers for use of the Company’s services, applications and features for website design and creation, the current terms of service for which have been provided to Seller prior to the Closing¹ (the “**Customer Contracts**”):

(a) The Company is not a party to any written contracts, other than contracts that have terminated or ceased to be in effect (each a “**Contract**”).

(b) To the Knowledge of Seller, the Company is not in material breach of any Contract, including any Customer Contract.

(c) The Company is not currently a party to any pending claims, actions or suits (“Litigation”). To the Knowledge of Seller, there is no threatened Litigation involving the Company.

¹ Our customer relationships are governed by our online Terms of Service at <https://www.livebooks.com/terms-of-service>, which are updated from time to time and noted on the site.

(d) The Company has no employees and there are no outstanding or unsettled obligations of the Company to any current or former employee of the Company.

(e) To the Knowledge of Seller, the Company is not, and since August 1, 2013 has not been, in violation in any material respect of any applicable law, including without limitation any applicable laws and regulations relating to privacy and data protection and export and import control.

(f) To the Knowledge of Seller, the Company is not in breach in any material respect of the trademarks or copyrights of any other person and no person has asserted since August 1, 2013 any such breach by the Company.

(g) Since January 1, 2014, the Company has timely filed (taking into account any valid extension of time within which to file) all material tax returns required to be filed by it and all such tax returns were materially complete and accurate. The Company has paid all material taxes that are required to be paid by it and has withheld all material taxes required to be withheld by it from amounts paid to any employee, independent contractor, creditor, or stockholder, except with respect to matters for which adequate reserves have been established in accordance with GAAP.

Section 3.07 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III, none of Seller, the Company or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, the Company or its Affiliates, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Buyer and its Representatives or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct.

Section 4.01 Organization and Authority of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to Creditors' Rights and Equitable Principles.

Section 4.02 Governmental Authorizations. No consents, licenses, approvals or authorizations of, or registrations, declarations or filings with, any Governmental Authority are required to be obtained or made by Buyer in connection with the execution, delivery, performance, validity and enforceability of this Agreement, except for failures that would not, individually or in the aggregate, reasonably be expected to materially impede or delay the transactions contemplated by this Agreement.

Section 4.03 **Investment Purpose; Financial Capacity.** Buyer is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Membership Interests are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Buyer has capital in an amount that is sufficient to pay when due all amounts under the Promissory Note as required by and in accordance with this Agreement and the Promissory Note.

Section 4.04 **No Other Representations and Warranties.** Except for the representations and warranties contained in this Article IV and contained in the Promissory Note, none of Buyer or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer or its Affiliates, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE V.
AS-IS SALE.

Section 5.01 **Membership Interest accepted by Purchaser “As-Is”.** To the maximum extent permitted by Law and except for Seller’s representations and warranties in Article III, Buyer hereby acknowledges that this sale is made without representation, covenant or warranty of any kind by Seller, Buyer agrees to accept the Membership Interest on an “As Is” and “Where Is” basis, with all faults, and Buyer hereby releases and discharges Seller from any and all rights, claims and demands at law or in equity that Buyer has or may have to the contrary.

ARTICLE VI.
ADDITIONAL AGREEMENTS

Section 6.01 **Releases.**

(a) Buyer and the Company, for themselves and on behalf of their Affiliates and each of their respective successors, assigns, heirs and executors (“**Buyer Releasing Persons**”), hereby irrevocably, knowingly and voluntarily release, discharge and forever waive and relinquish and agree never to make or assert any claims, demands, obligations, liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions, and causes of action of whatever kind or nature, whether known or unknown (collectively, “**Claims**”), which any Buyer Releasing Person has as of the Closing (the “**Buyer Released Claims**”) against Seller, its Affiliates or any of their respective officers, directors, members, and employees or any of their heirs, and executors (each a “**Seller Releasee**”) arising out of, based upon or resulting from any contract, transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken prior to Closing. Notwithstanding the foregoing, Buyer Released Claims shall not include any claims under this Agreement.

(b) Seller, for itself and on behalf of its Affiliates and its and their successors, assigns, heirs and executors (“**Seller Releasing Persons**”), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes and agrees never to make or assert any Claims, which any Seller Releasing Person has as of the Closing (the “**Seller Released Claims**”) against Buyer or the Company or any of their respective officers, directors, members, and employees or any of their heirs, and executors (each a “**Buyer Releasee**”) arising out of, based upon or resulting from any contract, transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken prior to Closing. Notwithstanding the foregoing, Seller Released Claims shall not include any claims under this Agreement or under the Promissory Note.

Section 6.02 **Software License Agreement.** Buyer hereby acknowledges and agrees that following the Closing none of Seller or any of its Affiliates shall have any liability or continuing obligations of any nature whatsoever arising out of or with respect to the Software License Agreement, including under Section 3.6 thereof. This Agreement and the transactions contemplated hereunder shall be controlling and shall supersede the provisions of the Software License Agreement.

Section 6.03 **Restriction on Certain Promotions.** For the period commencing at Closing and ending upon the first anniversary of the Closing Date, neither Seller nor any of its controlled domestic subsidiaries shall publicly and actively promote, or publicly and actively refer, any Competitor to Seller’s small business customers. For purposes hereof, “**Competitor**” means any third-party business that materially competes with Buyer in providing self-serve commercial website design services to small-medium sized photography businesses.

ARTICLE VII. MISCELLANEOUS

Section 7.01 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses; provided, that (i) any such costs and expenses incurred by or on behalf of the Company prior to the Closing shall be borne by Seller, and (ii) all transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees incurred in connection with the consummation of the transactions hereunder shall be borne and paid one-half by Buyer and one-half by Seller.

Section 7.02 **Survival.** The parties hereby agree that all representations and warranties of (a) Buyer set forth in this Agreement shall terminate and expire, and shall cease to be of any force or effect, at 5:00 P.M. (New York City time) on the third anniversary of the Closing Date, and (b) of Seller set forth in this Agreement shall terminate and expire as provided in the first sentence of Section 7.15. The covenants and agreements contained in this Agreement shall survive the Closing in accordance with

the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.07 **Entire Agreement.** This Agreement, together with the Promissory Note, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 7.08 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned by any party without the prior written consent of the other party and any attempted assignment without such written consent shall be null and void and without legal effect. The Promissory Note shall not be assigned by Buyer without the prior written consent of Seller and any attempted assignment without such written consent shall be null and void and without legal effect.

Section 7.09 **No Third-party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, however, Seller Releasees and Buyer Releasees pursuant to Section 6.01 who are not otherwise a party to this Agreement herein shall be third party beneficiaries of this Agreement.

Section 7.10 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.11 **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE STATE OF DELAWARE AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING THE DEBT FINANCING OR ANY AVAILABLE FINANCING. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.11(C).

Section 7.12 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.13 **Confidentiality.** Neither party shall, without the prior written approval of the other party, make any press release or other public announcement regarding any of the terms or conditions of the transactions contemplated by this Agreement or the existence thereof.

Section 7.14 **Further Assurance.** If at any time after the Closing any further action is necessary or desirable to fully effect the transactions contemplated by this Agreement, each of the parties hereto shall take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request.

Section 7.15 **Survival; Remedies; Indemnification.** All of the representations and warranties of Seller set forth in this Agreement shall terminate and expire, and shall cease to be of any force or effect, at 5:00 P.M. (Eastern time) on the date that is twelve (12) months following the date hereof, and all liability with respect to such representations and warranties shall thereupon be extinguished (except to the extent a claim for indemnification has been made prior to such time for any breach thereof); provided, that the representations and warranties of Seller set forth in Sections 3.01, 3.02, 3.03 and 3.04 shall survive until the date that is the three (3) year anniversary of this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to the parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by law, equity or otherwise. Following the Closing, Seller shall indemnify, defend and hold harmless Buyer and each of its Affiliates and each of their respective officers, directors, managers, shareholders, employees, advisors, agents, representatives, successors and assigns (collectively, including the Company, “**Buyer Indemnitees**”), from and against any losses, damages, fees, costs, actions, judgments, settlements, or other liabilities, including any fee, cost or expense of investigating, defending, asserting or settling any of the foregoing, which they suffer, sustain or become subject to (collectively, “**Losses**”) as a result of or in connection with the breach of any representation or warranty of Seller set forth in Article III. Notwithstanding the foregoing or anything to the contrary in this Agreement, no Buyer Indemnitee shall be entitled to recovery for, and Seller shall not be required to indemnify, defend or hold harmless Buyer Indemnitees against, or reimburse any Buyer Indemnitee for any Losses of a Buyer Indemnitee until the aggregate amount of Buyer Indemnitees’ Losses exceeds \$25,000, in which event Buyer Indemnitees shall be entitled to recover only such Losses exceeding such amount; provided, however, notwithstanding anything contained in this Agreement to the contrary, in no event shall the Buyer Indemnitees be entitled to recover from Seller (or its Affiliates), in the aggregate, any damages arising out of this Agreement in excess of the then-current principal amount remaining under the Promissory Note at the time of such action (without taking into account any amounts attributable to accrued but unpaid interest under the Promissory Note). For the avoidance of doubt, nothing herein shall be construed to limit Seller’s rights and remedies under or with respect to the Promissory Note in accordance with its terms.

Section 7.16 **No Other Duties.** The only duties and obligations of the parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations shall be implied in fact, law or equity, or under any principle of fiduciary obligation.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereof.

SELLER:

WeddingWire, Inc.

By:



Name: Andrew J. O'Leary

Title: General Counsel

BUYER:

SpaceCraft, Inc.

By:

Name: _____

Title: _____

[signature page to membership interest purchase agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereof.

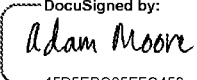
SELLER:

WeddingWire, Inc.

By: _____
Name: _____
Title: _____

BUYER:

SpaceCraft, Inc.

By:  _____
Name: Adam Moore
Title: President

[signature page to membership interest purchase agreement]