

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/24/2010

CONVEYING PARTY DATA

Name	Execution Date
AOL Inc.	06/24/2010
Digital Marketing Services, Inc.	06/24/2010

RECEIVING PARTY DATA

Name:	United Sample, Inc.
Street Address:	16501 Ventura Blvd., Suite 250
City:	Encino
State/Country:	CALIFORNIA
Postal Code:	91436

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11926751
Patent Number:	6999987

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Total Attachments: 82

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**PATENT
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STOCK PURCHASE AGREEMENT
BY AND AMONG
AOL INC.,
DIGITAL MARKETING SERVICES, INC.
AND
UNITED SAMPLE, INC.
DATED AS OF JUNE 24, 2010

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of June 24, 2010 (this "Agreement"), is by and among AOL INC., a Delaware corporation ("Seller"), DIGITAL MARKETING SERVICES, INC., a Delaware corporation and a wholly owned Subsidiary of Seller (the "Company"), and UNITED SAMPLE, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller owns all of the outstanding Company Capital Stock;

WHEREAS, pursuant to the terms and conditions of this Agreement, Buyer wishes to acquire all of the outstanding shares of Company Capital Stock from Seller; and

WHEREAS, pursuant to the terms and conditions of this Agreement, Seller wishes to sell the Company Capital Stock owned by Seller to Buyer.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I — DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person, including, with respect to the Company, any corporation, partnership, limited liability company or joint venture in which the Company has, directly or indirectly, an interest of 10% or more.

(b) "Affiliated Group" has the meaning set forth in the Code.

(c) "Business Day" means any day other than a Saturday, Sunday or day on which banks are permitted to close in the State of New York.

(d) "Claim" means any claim, suit, action, arbitration, cause of action, complaint, allegation, criminal prosecution, investigation, demand letter or proceeding, whether at law or at equity, before or by any Court or Governmental Authority, any arbitrator or other tribunal.

(e) "Closing Date Working Capital" means the difference between (i) the Company's accounts receivable plus plant, property and equipment, less (ii) the Company's accrued liabilities, in each case as of the close of business on the Closing Date.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Company Capital Stock" means the Common Stock, par value \$0.01 of the Company.

- (h) “Company Charter” means the certificate of incorporation of the Company, as in effect on the date hereof.
- (i) “Company Disclosure Schedule” means the Company Disclosure Schedule delivered by the Company to Buyer concurrently with the execution of this Agreement.
- (j) “Company Intellectual Property” means any and all Intellectual Property owned or used by the Company in the operation of its business as currently conducted.
- (k) “Company Owned IP” means any and all Company Intellectual Property owned by the Company and used in the operation of its business as currently conducted, including, without limitation, U.S. Patent No. 6,999,987 (issued February 14, 2006) and all rights therein.
- (l) “Company Websites” means all content, text, graphics, images, audio, video and similar data included on or used by the Company to operate and maintain the Internet sites owned and/or operated by the Company.
- (m) “Confidentiality Agreement” means the Confidential Non-Disclosure Agreement, dated as of March 18, 2010, among the Seller and Buyer, as amended or supplemented through the date hereof.
- (n) “Contract” means any contract, written plan, undertaking, agreement, license, sublicense, consent, lease, sublease note, mortgage or other binding commitment, whether written or oral.
- (o) “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 or policies of a Person, whether through the ownership of stock, as trustee or executor, by Contract or credit arrangement or otherwise.
- (p) “Court” means any court or arbitration tribunal of the United States, any domestic state, any foreign country and any political subdivision or agency thereof.
- (q) “DGCL” means the Delaware General Corporation Law.
- (r) “ERISA Affiliate” means any trade or business, whether or not incorporated, that together with Seller would be deemed a “single employer” under Section 414 of the Code.
- (s) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.
- (t) “GAAP” means generally accepted accounting principles in the United States of America.
- (u) “Governmental Authority” means any governmental agency or authority of the United States, any domestic state, any foreign country and any political subdivision or

agency thereof (including any agency or authority having governmental or quasi-governmental powers), including any administrative agency or commission.

(v) “Indebtedness” means, without duplication, (i) all indebtedness (whether or not contingent) for borrowed money, (ii) all obligations (contingent or otherwise) for the deferred purchase price of assets or property, (iii) all obligations evidenced by notes, bonds, debentures or other similar instruments, (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property, (v) all obligations under capital leases, (vi) all obligations, contingent or otherwise, as an account party under letter of credit or similar facilities, (vii) all obligations under any currency, interest rate or other hedge agreement or any other hedging arrangement, (viii) all direct or indirect guarantee, support or keep-well obligations in respect of obligations of the kind referred to in clauses (i) through (vii) above and (ix) all obligations of the kind referred to in clauses (i) through (viii) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and Contract rights) owned by the Company, whether or not the Company has assumed or become liable for the payment of such obligation.

(w) “Independent Accountants” means a nationally or regionally recognized accounting firm that (i) is not the principal accountant for any of Seller, the Company or Buyer and (ii) is mutually selected by Buyer and Seller, or if they are unable to agree on such an accounting firm, by an accounting firm selected by Buyer and an accounting firm selected by Seller.

(x) “Intellectual Property” means all United States, state, multinational and foreign intellectual property, including, without limitation, (i) trademarks, service marks, trade names, rights in logos, trade dresses and other source indicators, together with all goodwill related to the foregoing (collectively, “Trademarks”), (ii) copyrights in published and unpublished works and all translations, adaptations, derivations, and combinations thereof, including copyrights in the Company Websites and in any source and object code for computer software and any related documentation (collectively, “Copyrights”), (iii) patents and patent applications (collectively, “Patents”); (iv) rights in and to trade secrets and other proprietary and confidential information, including trade secret rights in any know-how, processes, formulae, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, inventions and other tangible embodiments of information (collectively, “Trade Secrets”), (v) rights in Internet domain names, and (vi) any registrations, applications, renewals, divisionals, continuations, continuations-in-part, reissues, reexaminations, and foreign counterparts of any of the foregoing, and other legal protections and rights related to any of the foregoing (collectively, “Registered IP”).

(y) “Knowledge” means, with respect to an individual, the knowledge of a particular fact or matter if such individual is actually aware of such fact or matter. The Company will be deemed to have “Knowledge” of a particular fact or other matter if any of Brian Wai, Chuck Miller, Melanie Courtright or Gary Crance has Knowledge of such fact or matter.

(z) "Law" means all laws (including any common law), statutes, ordinances, directives, Regulations and similar mandates of any Governmental Authority, including all Orders of Courts having the effect of law in any jurisdiction.

(aa) "Liability" means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including, without limitation, any liability for Taxes.

(bb) "Lease" means that certain Lease Agreement, dated July 9, 2009, by and between SP4 Tollway Crossing, L.P. and AOL Inc. (as successor to AOL LLC), and relating to the premises located at Suite No. 350, 19111 North Dallas Parkway, Dallas, Texas 75287.

(cc) "Lien" means any mortgage, pledge, security interest, attachment, encumbrance, lien (statutory or otherwise), license (other than any non-exclusive license or permission granted to end users to access and use the Company Websites in the ordinary course of business and consistent with past practices), claim, option, conditional sale agreement, right of first refusal, first offer or co-sale, termination, participation or purchase or charge of any kind (including any agreement to give any of the foregoing); provided, however, that the term "Lien" shall not include (i) statutory liens for Taxes that are not yet due and payable or that are being contested in good faith, (ii) common law liens to secure landlords, lessors or renters under leases or rental agreements confined to the premises rented, (iii) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, old age pension or other social security programs mandated under applicable Laws, (iv) statutory or common law liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies and (v) restrictions on transfer of securities imposed by applicable state, federal and foreign securities Laws.

(dd) "Material Adverse Effect" means, with respect to a Person, any fact, event, change, development, circumstance or effect that (i) is materially adverse to the business, condition (financial or otherwise), or results of operations of such Person, other than any fact, event, change, development, circumstance or effect resulting from (A) changes in general economic conditions, (B) general changes or developments in the industries in which such Person operates, (C) changes in any Laws or GAAP, (D) any force majeure event or any attack on or by the United States, any outbreak or escalation of hostilities involving the United States or any other national or international calamity or (E) actions contemplated by the parties hereto in connection with this Agreement, or the pendency or announcement of the transactions contemplated by this Agreement, including actions of competitors, customers or suppliers or any delays or cancellations for services or losses of members or customers (but only, in the case of the foregoing clauses (A), (B), (C) and (D), to the extent that such changes or developments occur after the date hereof and do not have a disproportionate impact on such Person relative to the other participants in the industries in which it operates) or (ii) would materially impair or delay the ability of such Person to perform its obligations under this Agreement or the other Transaction Documents, including the consummation of the transactions contemplated hereby or thereby.

(ee) “Order” means any judgment, order, decision, writ, injunction, ruling or decree of, or any settlement under the jurisdiction of, any Court or Governmental Authority.

(ff) “Person” means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company or other entity or group (as defined in Section 13(d)(3) of the Exchange Act).

(gg) “Proceedings” means any legal, administrative, arbitral or other proceedings, claims, suits, actions or governmental or regulatory investigations or inquiries of any nature.

(hh) “Products” means those software products currently being provided by the Company in the operation of its business as currently conducted as of the Closing Date.

(ii) “Regulation” means any rule, regulation, policy or interpretation of any Governmental Authority.

(jj) “Securities Act” means the Securities Act of 1933, as amended.

(kk) “Seller Plan” means each bonus, deferred compensation, incentive compensation, stock purchase, stock option, employment or consulting, severance pay or benefit, change in control, savings, medical, life or other insurance, vacation, welfare benefit, fringe benefit, cafeteria, profit-sharing or pension benefit plan, program, agreement or arrangement, and each other employee benefit or compensation plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to by Seller or by any ERISA Affiliate or as to which Seller or any ERISA Affiliate has any liability or obligation.

(ll) “Straddle Period” means any taxable period beginning on or before and ending after the Closing Date.

(mm) “Subsidiary,” with respect to any Person, means any corporation, partnership, joint venture, limited liability company or other legal entity of which such Person owns, directly or indirectly, greater than 50% of the capital stock or other equity interests that are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture, limited liability company or other legal entity or to vote as a general partner thereof.

(nn) “Target Working Capital Balance” means \$1,000,000.

(oo) “Tax” or “Taxes” means, with respect to any entity, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all estimated, gross receipts, sales, use, *ad valorem*, transfer, franchise, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, alternative or add-on minimum taxes, customs duties and other similar taxes or assessments of any kind whatsoever, together with all interest, penalties and additions to tax imposed by any taxing authority (domestic or foreign) on such entity.

(pp) “Tax Authority” means any Governmental Authority having the power to regulate, impose or collect Taxes, including the Internal Revenue Service and any state Department of Revenue.

(qq) “Tax Benefit” means any refund, credit or other reduction in otherwise required Tax payments (including any reduction in estimated Tax payments).

(rr) “Tax Returns” means all returns, declarations, reports, and information statements and returns required or permitted to be filed with a Tax Authority relating to Taxes, including, but not limited to, original returns and filings, amended returns, claims for refunds, and information returns (federal, state, foreign, municipal or local), and any schedules attached to any of the foregoing.

(ss) “Transaction Documents” means this Agreement and such other instruments and agreements required by this Agreement to be executed and delivered hereunder, including without limitation, each of the documents to be entered into on or prior to the Closing pursuant to Section 7.2(e)(e) and Section 7.3(d) hereof.

(tt) “Treasury Regulations” means the Treasury Regulations, including temporary regulations, from time to time promulgated under the Code.

1.2 Table of Defined Terms. Terms that are not listed in Section 1.1 have the meanings set forth in the following Sections:

Agreement.....	Preamble	Indemnified Persons.....	9.3
Approvals.....	3.1(a)	Indemnifying Party	9.4(a)
Buyer.....	Preamble	Infringe.....	3.16(e)
Buyer-Filed Pre-Closing Returns.....	6.2(b)(ii)	Losses.....	9.2
Buyer Group Plans.....	6.1(b)	Material Contracts.....	3.6(a)
Buyer Indemnitees	9.2	Objection Notice	2.4(b)
Buyer Welfare Plans	6.1(c)	Open Source License	3.16(g)
Cap	9.2	Outbound Licenses.....	3.6(a)(x)
Claim Notice	9.5(a)	Patents	1.1(x)
Closing	2.2	Pre-Closing Period	6.2(a)(i)
Closing Date.....	2.2	Post-Closing Period	6.2(a)(ii)
Closing Date Assets and Liabilities		Purchase Price	2.1
Statement.....	2.4(a)	Real Property	3.14(b)
Company	Preamble	Registered Company Intellectual	
Company Plans	3.12(a)	Property.....	3.16(a)
Continuing Employee	6.1(a)	Registered IP	1.1(x)
Copyrights.....	1.1(x)	SEC	6.6
Delivered Financial Statements	3.8	Seller	Preamble
Excluded Taxes.....	6.2(a)(i)	Seller Indemnitees.....	9.3
Final Closing Date Working Capital.....	2.5(a)	Seller Welfare Plans.....	6.1(c)
Fundamental Representations	9.1	Special Representations	9.1
General Representations	9.1	Statement of Assets and Liabilities Date ...	3.8
Inbound Licenses	3.6(a)(x)	Third-Party Claim	9.4

Threshold	9.2	Transfer Taxes	6.2(f)
Trademarks	1.1(x)	WARN	3.13(d)
Trade Secrets.....	1.1(x)		

ARTICLE II — PURCHASE AND SALE
OF COMPANY CAPITAL STOCK

2.1 Purchase and Sale of Company Capital Stock. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, free and clear of any Liens, and Buyer shall purchase and acquire from Seller, all of the Company Capital Stock owned by Seller against payment by Buyer to Seller of an amount of cash equal to \$3,600,000.00 (the "Purchase Price"). The Purchase Price shall be subject to adjustment as set forth in Section 2.5 below.

2.2 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Arnold & Porter LLP, 1600 Tysons Boulevard, Suite 900, McLean, Virginia 22102, immediately after the execution of this Agreement. The date on which the Closing takes place is referred to herein as the "Closing Date."

2.3 Closing Deliveries.

(a) Seller Closing Deliveries to Buyer. At or prior to the Closing, Seller shall deliver, or shall cause to be delivered, to Buyer the following:

(i) the certificate or certificates evidencing the Company Capital Stock, duly endorsed in blank or with stock powers duly executed by Seller;

(ii) the certificate required to be delivered pursuant to Sections 7.2(a) and (b) hereof;

(iii) a certificate of the Company's Secretary, dated as of the Closing Date, attesting to (A) the Company Charter, (B) the bylaws of the Company and (C) the resolutions of the Company's board of directors authorizing and approving all matters in connection with the Transaction Documents and the transactions contemplated thereby;

(iv) a certificate of Seller's Secretary, dated as of the Closing Date, attesting to the matters set forth in the second sentence of Section 4.3;

(v) evidence of the resignation, effective as of the Closing, of each of the directors of the Company; and

(vi) all other documents, instruments and writings required by this Agreement or any other Transaction Document or that are reasonably requested by Buyer in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

(b) Buyer Closing Deliveries to Seller. At the Closing, or as soon as practicable thereafter, Buyer shall deliver, or shall cause to be delivered, to Seller, the following:

(i) the Purchase Price by wire transfer of immediately available funds into an account designated in writing to Buyer by Seller;

(ii) the certificate required to be delivered pursuant to Sections 7.3(a) and (b);

(iii) a certificate of Buyer's Secretary, dated as of the Closing Date, attesting to the resolutions of Buyer's board of directors (and shareholders, if any) authorizing and approving all matters in connection with Transaction Documents and the transactions contemplated thereby; and

(iv) all other documents, instruments and writings required by this Agreement or any other Transaction Document or that are reasonably requested by Seller in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

2.4 Post-Closing Purchase Price Adjustment.

(a) Preparation of Closing Date Assets and Liabilities Statement. Within 30 days after the Closing Date, Seller will prepare and deliver or cause to be prepared and delivered to Buyer a statement of assets to be acquired and liabilities to be assumed, as well as the Closing Date Working Capital calculated therefrom, with respect to the Company as of the close of business on the Closing Date in the form of and using the procedure exemplified in Exhibit A attached hereto (the "Closing Date Assets and Liabilities Statement"), without giving effect to the transactions described in this Agreement to be consummated at the Closing. The line items comprising the Closing Date Assets and Liabilities Statement will be prepared in accordance with GAAP consistently applied. Buyer and the Company shall provide to Seller reasonable access to the information necessary to prepare the Closing Date Assets and Liabilities Statement.

(b) Finalization of Closing Date Assets and Liabilities Statement. Buyer shall have 30 days in which to review the Closing Date Assets and Liabilities Statement. Buyer shall have reasonable access to the work papers of Seller used in preparing the Closing Date Assets and Liabilities Statement. If, within such 30 day period, Buyer determines in good faith that the Closing Date Working Capital reflected in the Closing Date Assets and Liabilities Statement has not been prepared or determined in accordance with this Agreement, Buyer shall give written notice to Seller (an "Objection Notice") within such 30 day period (i) setting forth Buyer's proposed changes to the Closing Date Assets and Liabilities Statement and the determination by Buyer of the Closing Date Working Capital and (ii) specifying in reasonable detail Buyer's basis for disagreement with Seller's preparation and determination of the Closing Date Assets and Liabilities Statement. The failure by Buyer to deliver an Objection Notice within such 30 day period will constitute the acceptance by Buyer of Seller's computation of the Closing Date Working Capital as set forth in the Closing Date Assets and Liabilities Statement. In reviewing any disagreement of Buyer set forth in an Objection Notice, Seller shall have reasonable access to the work papers of Buyer and its accountants pertaining thereto. If Buyer and Seller are unable to resolve any disagreement between them with respect to the determination of the Closing Date Working Capital within 15 days after the delivery of an Objection Notice by Buyer to Seller (or such longer period as Buyer and Seller may agree), the items in dispute shall be

referred to the Independent Accountants. The Independent Accountants shall, acting as an expert and not as an arbitrator, determine in accordance with this Agreement, and only with respect to the differences so submitted, whether and to what extent, if any, the Closing Date Working Capital requires adjustment. The parties shall direct the Independent Accountants to use all reasonable efforts to render its determination within 30 days after such referral. The Independent Accountants' determination regarding any such adjustment shall be conclusive and binding upon all parties. Buyer and Seller shall make readily available to the Independent Accountants all relevant books and records and any work papers (including those of such parties' respective accountants) relating to the Closing Date Assets and Liabilities Statement and the calculation of the Closing Date Working Capital and all other items reasonably requested by the Independent Accountants. In the event that the absolute difference between the Closing Date Working Capital as determined by the Independent Accountants and the Closing Date Working Capital as determined by Seller in the Closing Date Assets and Liabilities Statement is greater than the difference between the Closing Date Working Capital as determined by the Independent Accountants and the Closing Date Working Capital as determined by Buyer in its Objection Notice, Seller shall pay all fees and disbursements of the Independent Accountants in rendering its determination. In the event that the absolute difference between the Closing Date Working Capital as determined by the Independent Accountants and the Closing Date Working Capital as determined by Seller in the Closing Date Assets and Liabilities Statement is less than the difference between the Closing Date Working Capital as determined by the Independent Accountants and the Closing Date Working Capital as determined by Buyer in its Objection Notice, Buyer shall pay all fees and disbursements of the Independent Accountants in rendering their determination. If such differences are equal, Buyer and Seller shall each pay one-half of such fees and disbursements.

2.5 Adjustments to Purchase Price.

(a) Final Closing Date Working Capital. The "Final Closing Date Working Capital" shall be deemed to be (i) the Closing Date Working Capital set forth in the Closing Date Assets and Liabilities Statement delivered by Seller if no Objection Notice is delivered by Buyer during the 30 day period specified in Section 2.4(b) or (ii) if an Objection Notice is timely delivered by Buyer to Seller, the Closing Date Working Capital, as adjusted by either (A) the agreement of Buyer and Seller or (B) the Independent Accountants.

(b) Adjustments to Purchase Price. Upon the final determination of the Final Closing Date Working Capital, the parties shall make the following adjustments:

(i) If the Final Closing Date Working Capital exceeds the Target Working Capital Balance, then the Purchase Price shall be increased by the amount by which the Final Closing Date Working Capital exceeds the Target Working Capital Balance and Buyer shall pay such amount to Seller.

(ii) If the Final Closing Date Working Capital is less than the Target Working Capital Balance, then the Purchase Price shall be decreased by the amount by which the Target Working Capital Balance exceeds the Final Closing Date Working Capital, and Seller shall pay such amount to Buyer.

(c) Payment of Adjustment to Purchase Price. Any payment in respect of an adjustment required to be made under this Section 2.5 shall be made by Buyer or Seller, as applicable, within three Business Days following the final determination of the Final Closing Date Working Capital, by wire transfer of immediately available funds to an account designated by the recipient thereof in writing.

(d) No Adjustment. Notwithstanding the foregoing, there shall be no increase or decrease in the Purchase Price as a result of this Section 2.5 unless the Final Closing Date Working Capital shall be greater or less than the Target Working Capital Balance, as the case may be, by at least \$150,000.

ARTICLE III — REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer:

3.1 Organization and Qualification; Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary and is in possession of all franchises, grants, authorizations, licenses, permits, easements, consents, waivers, qualifications, certificates, Orders and approvals (collectively, "Approvals") necessary to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to be so qualified or licensed or to so possess has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(b) At no time has the Company had, and the Company does not have, any Subsidiaries, and the Company does not own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, directly or indirectly, any equity or similar interest in, any Person.

3.2 Organizational Documents. The Company has heretofore made available to Buyer a true and complete copy of the Company Charter and the Company's bylaws, as modified, supplemented, amended or restated as of the date of this Agreement. The Company Charter and the Company's bylaws are in full force and effect, and no other organizational documents are applicable to or binding upon the Company.

3.3 Capitalization.

(a) The authorized capital stock of the Company consists of 2,000 shares of the Common Stock, par value \$0.01, of which 976 shares are issued and outstanding. There are, and will as of the Closing Date be, no other authorized, issued or outstanding shares of capital

stock or voting securities of the Company or any other rights or securities granted or issued to cause the Company to issue, sell, redeem or repurchase any shares of capital stock or voting securities of the Company. All outstanding shares of Company Capital Stock are validly issued and outstanding, fully paid and non-assessable and not subject to preemptive rights. Seller is the record and beneficial owner of all of the Company Capital Stock. There are no voting trusts, voting agreements, proxies, first refusal rights, first offer rights, co-sale rights, options, transfer restrictions or other Contracts (whether written or oral, formal or informal) with respect to the voting, transfer or disposition of Company Capital Stock to which the Company is a party or by which it is bound, or, to the Knowledge of the Company, among or between any Persons other than the Company.

(b) There are no options, warrants, rights, calls or other Contracts of any character to which the Company is a party, or by which the Company is bound, calling for the issuance of shares of capital stock or other equity securities of the Company or any securities convertible into or exercisable or exchangeable for, or representing the right to purchase or otherwise receive, any such capital stock or other equity securities, or other arrangement to acquire, at any time or under any circumstance, capital stock of the Company or any such other securities.

3.4 Authority; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement and each Transaction Document to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and each Transaction Document to which it is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are required to authorize this Agreement or any of the Transaction Documents to which it is a party, or for the Company to consummate the transactions contemplated hereby or thereby. This Agreement has been, and upon execution and delivery thereof by the Company, each Transaction Document required hereby to be executed and delivered by the Company, will be, duly and validly executed and delivered by the Company, and assuming the due and valid authorization, execution and delivery by the other parties hereto and thereto, constitutes, or in the case of each such Transaction Documents, will constitute, a valid and binding obligation of the Company, enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity, regardless of whether such enforceability is considered in a proceeding in law or equity.

3.5 No Conflict; Required Filings and Consents. Except as set forth on Section 3.5 of the Company Disclosure Schedule, the execution and delivery by the Company of this Agreement, the other Transaction Documents to which it is a party or any instrument required by this Agreement to be executed and delivered by the Company on or prior to the Closing do not, and the performance of this Agreement, the other Transaction Documents to which it is a party and any instrument required by this Agreement to be executed and delivered by it on or prior to the Closing shall not, (a) conflict with or violate the Company Charter or the Company's bylaws,

(b) conflict with or violate any Law or Order applicable to the Company or by which any of its properties, rights or assets is bound, except any such conflict or violation that could not reasonably be expected to have a Material Adverse Effect on the Company, (c) result in any breach or violation of, or constitute a default (or an event that with or without notice or lapse of time or both would become a default) under, or impair the Company's rights or alter the rights or obligations of any party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the properties, rights or assets of the Company pursuant to, any Material Contract to which the Company is a party or by which such Person or its properties, rights or assets is bound, except any such breach, violation or default that could not reasonably be expected to have a Material Adverse Effect on the Company, or (d) require the Company to obtain any Approval of any Person or Governmental Authority, observe any waiting period imposed by, or make any filing with or notification to, any Person or Governmental Authority.

3.6 Material Contracts.

(a) Section 3.6(a) of the Company Disclosure Schedule sets forth (in subsections corresponding to the subsections hereof) a true and complete list, and if oral, an accurate and complete summary, of all Contracts to which the Company is a party or by which it or its properties, rights or assets are bound that are material to the Company or the operation of its business as conducted or as planned to be conducted (collectively, the "Material Contracts"), including, without limitation, the following Contracts:

(i) (A) employment Contracts (other than "at-will" employment Contracts) or consulting Contracts with any employee, independent contractor or consultant of the Company, and all severance, change in control, retention or similar Contracts with any current or former directors, officers, employees, independent contractors, consultants or agents of the Company, that would result in any obligation of the Company to make any payment to any current or former directors, officers, employees, independent contractors, consultants or agents of the Company in excess of \$50,000 following either the consummation of the transactions contemplated hereby, termination of employment (or the relevant relationship) or both; and (B) labor or collective bargaining Contracts (if any);

(ii) Contracts involving revenues, receipts, expenditures or liabilities in excess of \$50,000 per annum or \$100,000 in the aggregate that are not cancelable by the Company (without penalty, cost or other liability) upon sixty (60) days' notice or less;

(iii) Contracts for the provision of goods and/or services by the Company to the Company's top twenty (20) customers as measured by total revenue for the year ending December 31, 2009;

(iv) (A) promissory notes, loan agreements, indentures, evidences of Indebtedness or other instruments and Contracts relating to the borrowing or lending of money, whether as borrower, lender or guarantor; (B) any interest rate swaps, caps, floors or option Contracts or any other interest rate risk management arrangement or foreign exchange Contracts; (C) performance or payment guarantees, letters of credit, security

agreements, pledges, keep-well arrangements and other similar credit support obligations or arrangements; and (D) Contracts involving any obligation or liability of the Company (whether absolute, accrued, contingent or otherwise), as surety, co-signer, endorser, co-maker, indemnitor or otherwise in respect of the obligation of any other Person;

(v) (A) Contracts containing any material limitation on the freedom of the Company (or which, following the Closing, would purport to limit the freedom of Buyer or any of its Affiliates) to engage in any line of business or compete with any Person or to operate at any location in the world, including non-competition, non-solicitation and standstill obligations, exclusivity rights and "most favored nation" provisions; (B) Contracts that grant to any Person any options, rights of first refusal, first offer or co-sale or similar preferential rights to purchase any material assets, properties or securities of the Company; or (C) Contracts requiring the Company to purchase all or substantially all of its requirements for a particular product or service from a vendor, supplier or subcontractor or to make periodic minimum purchases of a particular product or service from a vendor, supplier or subcontractor;

(vi) joint venture or partnership agreements or joint development, distribution or similar Contracts pursuant to which any third party is entitled or obligated to develop or distribute any products or provide any services on behalf of the Company or pursuant to which the Company is entitled or obligated to develop or distribute any products or provide any services on behalf of any third party;

(vii) Contracts for the acquisition, directly or indirectly (by merger or otherwise) of assets (whether tangible or intangible) or capital stock of another Person;

(viii) Contracts requiring payments to or from the Company in excess of \$50,000 per annum (A) with distributors, dealers, manufacturers' representatives, sales agencies, advertising agencies or franchisees for or of the Company, (B) pursuant to which the Company has agreed to act as a distributor, dealer, manufacturer's representative, sales agent, advertising agent or franchisee for or of another Person and (C) providing for the payment of a commission, royalty, brokerage, finder's or referral or similar fee calculated as or by reference to a percentage of the revenues or profits of the Company or of any business segment or product of the Company (other than arrangements to pay commissions or fees to employees in the ordinary course of business consistent with past practice);

(ix) leases, subleases, licenses or similar contracts requiring payments to or from the Company in excess of \$50,000 per annum representing an interest in or in respect of (A) any Real Property or (B) any material rights, assets or property;

(x) All licenses, sublicenses, options, covenants not to sue and other Contracts pursuant to which the Company is granted any options, licenses or other rights with respect to any Intellectual Property ("Inbound Licenses") and all licenses, sublicenses, options, covenants not to sue and other Contracts pursuant to which any options, licenses or other rights with respect to any Company Intellectual Property are granted by Company to any Person ("Outbound Licenses"); other than Contracts

covering off-the-shelf, shrinkwrap, or clickwrap software or similar Contracts with annual fees of less than \$50,000;

(xi) Contracts, directly or indirectly, with any Governmental Authority, including as subcontractor or otherwise, or with any Person for the provision of goods, services or rights to or on behalf of any Governmental Authority;

(xii) Contracts with Seller or any Affiliate of the Company, including any agreements with directors or officers (other than Contracts covered by Section 3.6(a)(i)) of the Company whereby the Company agreed to indemnify such director or officer; and

(xiii) Contracts that were not entered into in the ordinary course of business consistent with past practice.

True and complete copies of all Material Contracts have been made available to Buyer by the Company.

(b) Each Material Contract is in full force and effect, is a valid and binding obligation of the Company and is enforceable in accordance with its terms against the Company, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law). The Company is not and, to the Knowledge of the Company, is not alleged to be, in default under, or in breach or violation of, any Material Contract, and to the Knowledge of the Company, no event has occurred which, with the giving of notice or passage of time or both, would constitute such a default, breach or violation which could reasonably be expected to have a Material Adverse Effect on the Company. Neither the Company nor Seller has any Knowledge that any party to a Material Contract intends to terminate or suspend such Material Contract nor any Knowledge of any facts or circumstances that would lead such third party to terminate or suspend any Material Contract.

3.7 Compliance. The Company is and has been in compliance with, and is not in default or violation of, (a) the Company Charter and or the Company's bylaws, (b) any Law or Order by which it or any of its properties, rights or assets are bound or affected, or (c) the terms of all bonds, indentures, Contracts, permits, franchises and other instruments or obligations to which it is a party or by which it or any of its properties, rights or assets are bound, except any such failure to comply or default or violation that would not reasonably be expected to have a Material Adverse Effect on the Company. The Company is in material compliance with the terms of all applicable Approvals. The Company has not received notice of any revocation or modification of any material Approval of any Governmental Authority or that the Company is not in compliance with any Approval or any Law or Order.

3.8 Financial Statements. Section 3.8 of the Company Disclosure Schedule contains a true and complete copy of the (i) internal and unaudited statement of operations of the Company for the fiscal year ended December 31, 2009, and (ii) the unaudited statement of assets and liabilities of the Company as of April 30, 2010 (the "Statement of Assets and Liabilities

Date”) and the related statement of operations for the fiscal quarter then ended (collectively, the “Delivered Financial Statements”). The Delivered Financial Statements were prepared on the basis of the books and records of the Company kept in the ordinary course consistent with past practice and in accordance with accounting principles applied on a consistent basis throughout the periods indicated and fairly present in all materials respects the financial position of the Company as of the respective dates thereof and for the periods indicated.

3.9 Absence of Certain Changes or Events. Since the Statement of Assets and Liabilities Date:

(a) there has not been any fact, event, change, development, circumstance or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company;

(b) the Company has conducted its business in all materials respects only in the ordinary course of business consistent with past practice; and

(c) there has not been any change by the Company in its accounting or cash management methods, principles or practices (including with respect to reserves, revenue recognition, timing for payments of payments of accounts payable and collections of accounts receivable) or any revaluation by the Company of any of its assets, including writing down the value of inventory or writing off notes or accounts receivable.

3.10 No Undisclosed Liabilities; No Indebtedness. Except as set forth in the Delivered Financial Statements or Section 3.10 of the Company Disclosure Schedule, the Company has no Liabilities that are material to the condition (financial or otherwise) of the assets, properties or business of the Company and which would be required to be reflected or reserved against in financial statements prepared in accordance with GAAP, except Liabilities incurred since the Statement of Assets and Liabilities Date in the ordinary course of business consistent with past practice (but excluding any incurrence of Indebtedness) in amounts that are not material to the Company.

3.11 Absence of Litigation, Claims and Orders. There are no (a) Claims pending or, to the Knowledge of the Company, threatened on behalf of or against the Company or any of its properties, rights or assets (including cease and desist letters or requests for a license), (b) Orders outstanding to which the Company or any of its properties, rights or assets are subject, and (c) Claims pending or, to the Knowledge of Company, threatened on behalf of or against the Company that questions or challenges (i) the validity of this Agreement or any other Transaction Document to which it is a party or (ii) any action taken or to be taken by it pursuant to this Agreement or any other Transaction Documents to which it is a party or in connection with the transactions contemplated hereby and thereby. The Company is not subject to any outstanding Claim or Order, and the Company has not received a written Claim or demand for payment, and has no Knowledge of any basis for the same, against it in respect of this Agreement, any Transaction Document to which it is a party or the transactions contemplated hereby and thereby.

3.12 Employee Benefits.

(a) Section 3.12(a) of the Company Disclosure Schedule contains a true and complete list of each material Seller Plan in which current or former employees or independent contractors of the Company (in their capacity as such) participate (the "Company Plans"). Seller has made available to Buyer true and complete copies of each material Company Plan.

(b) Neither Buyer nor any of its Affiliates will have any material liability, responsibility or obligation under or with respect to any Seller Plan.

3.13 Employment and Labor Matters.

(a) Section 3.13(a) of the Company Disclosure Schedule identifies (i) all directors and officers of the Company as of the date of this Agreement and their respective titles, and (ii) all employees and consultants currently employed or engaged by the Company.

(b) The Company is not delinquent in payments to any of its employees, consultants or independent contractors for any wages, salaries, commissions, bonuses, benefits, contributions or other compensation for any services or otherwise arising under any policy, practice, Contract, plan, program or Law. The Company is not liable for any severance pay or other payments to any employee or former employee arising from the termination of employment, nor will the Company have any liability under any benefit or severance policy, practice, Contract, plan, program or Law which exists or arises, or may be deemed to exist or arise, as a result of or in connection with the transactions contemplated hereunder or as a result of the termination by the Company of any Persons employed by the Company on or prior to the Closing Date. None of the Company's employment policies or practices are currently being audited or, to the Knowledge of the Company, investigated by any Governmental Authority or Court. There is no pending or, to the Knowledge of the Company, threatened Claim, unfair labor practice charge or other charge or inquiry against the Company brought by or on behalf of any current, prospective or former employee, retiree, labor organization or other representative of the Company's employees or other individual or any Governmental Authority with respect to employment practices brought by or before any Court or Governmental Authority.

(c) To the Knowledge of the Company, (i) none of the Company's employees, consultants or independent contractors has notified the Company in writing of their intention to terminate their employment or services with the Company, and (ii) no Company employee, consultant or independent contractor intends to terminate their employment with or services to the Company.

(d) (i) There are no material Claims pending or, to the Knowledge of the Company, threatened, between the Company and any of its employees, and (ii) there are no material employment-related grievances or any internal investigation of any complaints of employment Law violations pending or, to the Knowledge of the Company, threatened. The Company is not a party to any collective bargaining agreement or other labor union Contract applicable to Persons employed by the Company nor are there any activities or proceedings of any labor union to organize any such employees of the Company. There have been no strikes, slowdowns, work stoppages, lockouts or, to the Knowledge of the Company, threats thereof by

or with respect to any employees of the Company. The Company is not a party to, or otherwise bound by, any consent decree with, or citation or other Order by, any Governmental Authority relating to employees or employment practices. The Company is in material compliance with all applicable Laws, Contracts and policies relating to employment, employment practices, wages, hours and terms and conditions of employment, including the obligations that the Company may have under the U.S. Worker Adjustment and Retraining Notification Act of 1988, as amended (“WARN”), and any similar state or local statute, rule or regulation. The Company has not effectuated a “plant closing” or “mass layoff” (as those terms are defined in WARN or similar Laws) affecting in whole or in part any site of employment, facility, operating unit or employee of the Company without complying with all provisions of WARN or similar Laws.

3.14 Title to Properties, Rights and Assets; Leases.

(a) Except as set forth on Section 3.14(a) of the Company Disclosure Schedule, the Company has good and marketable title to all of its real or personal properties (whether owned or leased, tangible or intangible), rights and assets, free and clear of all Liens. This Section 3.14(a) shall not apply to the Company’s Intellectual Property, with respect to which Section 3.16 shall exclusively apply.

(b) The Company does not own any real property or other interest therein, other than interests in the Real Property as described in Section 3.6(a)(ix) of the Company Disclosure Schedule (collectively, “Real Property”). With respect to such Real Property, (i) each Real Property lease, license or interest to which the Company is a party is in full force and effect and enforceable against the Company and, to the Company’s Knowledge, the counterparty thereto in accordance with its terms, (ii) all material rents, additional rents and or other payments due to date from the Company on each such lease, license or other interest have been paid, (iii) the Company has not received written notice that it is in default thereunder and (iv) there exists no material default by the Company under such lease, license or other interest. There are no leases, subleases, licenses, concessions or any other Contracts to which the Company is a party granting to any Person other than the Company any right to possession, use, occupancy or enjoyment of any of the Real Property or any portion thereof. The Company is not obligated under or bound by any option, right of first refusal, purchase Contract or other Contract to sell or otherwise dispose of any Real Property or any other interest in any Real Property.

3.15 Taxes.

(a) Each of the Company and any Affiliated Group of which the Company has been a member has timely filed all material Tax Returns that it was required to file, and (to the extent relevant to the Company) all such Tax Returns were true, correct and complete in all material respects. All material Taxes owed by the Company or (to the extent relevant to the Company) any Affiliated Group of which the Company has been a member (whether or not shown on any Tax Return) have been paid. None of the Company or (to the extent relevant to the Company) any Affiliated Group of which the Company has been a member currently is the beneficiary of any extension of time within which to file any income or franchise Tax Return other than in the ordinary course of business consistent with past practice. All Tax Returns delivered or made available to Buyer are correct and complete in all material respects and fairly and accurately reflect the Taxes of the Company reflected thereon.

(b) The Company does not have any permanent establishment in any country other than its country of incorporation. No claim has ever been made in writing by an authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(c) There are no Liens on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(d) The Company has timely withheld or collected and timely paid (or is properly holding for such payment, and, to the extent required under applicable Law, are held in a separate bank account for such purpose) all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(e) There is no dispute or claim concerning any Tax Liability of the Company that relates to the activities, operations, business or assets of the Company and that has been claimed or raised by any Tax Authority in writing. The Company has delivered or made available to Buyer all examination reports and statements of deficiencies assessed against or agreed to by the Company or (to the extent arising from the activities, operations, business or assets of the Company) any Affiliated Group of which the Company has been a member since January 1, 2006, with respect to any Pre-Closing Tax Period.

(f) No statute of limitations has been waived (which waiver is currently in effect) in respect of Taxes of the Company (other than income or franchise Taxes). No extension of time has been agreed to that is currently in effect with respect to a Tax assessment or deficiency of the Company (other than those with respect to income or franchise Tax assessments or deficiencies). There are no outstanding requests by any Tax Authority for any waiver of any statute of limitations in respect of Taxes of the Company (other than income or franchise Taxes) or for any agreement to any extension of time with respect to a Tax assessment or deficiency of the Company (other than income or franchise Tax assessments or deficiencies).

(g) The Company has not been a United States real property holding corporation within the meaning of Code section 897(c)(2) during the applicable period specified in Code section 897(c)(1)(A)(ii).

(h) The Company has not participated in or cooperated with any international boycott within the meaning of Code section 999.

(i) The Company is not the subject of a gain recognition agreement as defined in Treasury Regulation section 1.367(a)-8.

(j) The Company is not a passive foreign investment company within the meaning of Code sections 1291-1297.

3.16 Intellectual Property.

(a) Sections 3.16(a)(i) and (ii) of the Company Disclosure Schedule sets forth, (i) a list of Registered IP owned by the Company (the "Registered Company Intellectual

Property”), and (ii) Products owned by the Company, excluding any third party content or software incorporated therein, linked to, bundled with or otherwise used in such Products.

(b) To the Knowledge of the Company, all necessary registration, maintenance and renewal fees currently due in connection with such Registered Company Intellectual Property have been paid.

(c) Except as set forth in Section 3.16(c) of the Company Disclosure Schedule, the Company owns and has good and exclusive title to all Company Owned IP purported to be owned by the Company, or has a valid license to use Company Intellectual Property used in the conduct of the Company’s business as currently conducted, free of all Liens (other than any Liens associated with Inbound Licenses). To the Knowledge of the Company, there are no proceedings or actions currently before any court, tribunal or equivalent authority anywhere in the world relating to the Company Owned IP and no Company Owned IP is subject to any outstanding decree, order, judgment, Contract (other than Outbound Licenses), injunction, or stipulation restricting in any manner the use, transfer, or licensing thereof by Company, or which may affect the validity, use or enforceability thereof. To the Knowledge of the Company, there are no proceedings or actions currently before any court, tribunal or equivalent authority anywhere in the world relating to any Company Intellectual Property that is not Company Owned IP and no such Company Intellectual Property is subject to any outstanding decree, order, judgment, Contract (other than Inbound Licenses and Open Source Licenses), injunction, or stipulation restricting in any manner the use, transfer, or licensing thereof by the Company, or which are reasonably likely to affect the validity, use or enforceability thereof. Except as set forth (i) on Section 3.16(c) of the Company Disclosure Schedule and (ii) in any Inbound Licenses, no additional royalties, honoraria or other fees are payable by the Company to any third parties with respect to any Company Intellectual Property.

(d) The Company has taken commercially reasonable security measures and actions reasonably necessary to ensure the trade secret status and confidentiality of its material trade secrets, and to the Knowledge of the Company, has disclosed such trade secrets only pursuant to written confidentiality agreements and, to the Knowledge of the Company, there has not been any breach by any party to such confidentiality agreements. To the Knowledge of the Company, no other Person has or is attempting to acquire unauthorized knowledge of the material trade secrets of the Company.

(e) Except as set forth in Section 3.16(e) of the Company Disclosure Schedule, to the Knowledge of the Company, the conduct of the Company’s business as it is currently conducted does not infringe, misappropriate, violate, impair or conflict with (“Infringe”) any rights relating to Intellectual Property of any other Person, and, to the Knowledge of the Company, the Company Owned IP is not being Infringed by any Person. To the Knowledge of the Company, there has been and currently is no Claim, Order or notice pending, outstanding or threatened, or imminent (including cease and desist letters or invitations to take a license), that seeks to limit or challenge the Company’s ownership, use, validity, scope, registrability, or enforceability of any Company Intellectual Property, and the Company has received no written notice of the same.

(f) To the best knowledge of the Company, all employees, consultants and contractors of the Company who have contributed to the creation, invention, modification or improvement of any material Company Owned IP, in whole or in part, have signed written agreements assigning ownership of all such Intellectual Property exclusively to the Company, or have contributed within the scope of his or her employment or service such that, subject to and in accordance with applicable Law, all Intellectual Property rights arising thereunder became the exclusive property of the Company.

(g) None of the Company Intellectual Property incorporates, interacts with, or is a derivative of any source, object or other software code in a manner that would subject any software purportedly owned by the Company to the terms of any "open source," "copyleft" or other similar type of license (an "Open Source License") that would require the public distribution of such software.

(h) No Company Owned IP is subject to any agreement with any third party pursuant to which the Company has, or could be required to deposit into escrow such Intellectual Property or pursuant to which access to the source code of such Intellectual Property is or would be granted to a third party.

3.17 Accounts Receivable. The accounts receivable shown on the Delivered Financial Statements and on the Closing Date Assets and Liabilities Statement arose in the ordinary course of business, consistent with past practice, and have been collected or are considered collectible in the book amounts thereof, less an estimate of the allowance for doubtful accounts as provided for in the Delivered Financial Statements. Allowances for doubtful accounts are considered adequate and have been prepared in accordance with GAAP consistently applied and in accordance with the Company's past practices. The accounts receivable of the Company and its Subsidiaries arising after the Statement of Assets and Liabilities Date and before the Closing Date arose or will arise in the ordinary course of business, consistent with past practice, and have been collected or are considered collectible in the book amounts thereof, less an estimate of the allowance for doubtful accounts determined in accordance with GAAP consistently applied and in accordance with the Company's past practices. None of the accounts receivable of the Company or any of its Subsidiaries is subject to any material claim of offset, recoupment, setoff or counterclaim, and the Company has no Knowledge of any specific facts or circumstances (whether asserted or unasserted) that could give rise to any such claim. No material amount of accounts receivable is contingent upon the performance by the Company or any of its Subsidiaries of any obligation or Contract. No Person has any Lien on any of such accounts receivable, and no agreement for deduction or discount has been made with respect to any of such accounts receivable. Section 3.17 of the Company Disclosure Schedule sets forth an aging of Company's accounts receivable in the aggregate and by customer and indicates the amounts of allowances for doubtful accounts.

3.18 Insurance. Section 3.18 of the Company Disclosure Schedule sets forth a true and complete list of all insurance policies maintained solely by or solely for the benefit of the Company covering the assets, business, equipment, properties, operations, employees, consultants, officers and directors of the Company. There is no claim by the Company currently pending under any of such policies as to which coverage has been questioned, denied or disputed by the insurers of such policies. All premiums payable under all such policies have been paid,

and the Company is otherwise in compliance in all material respects with the terms of such policies. To the Knowledge of the Company, there is not any threatened termination of, or announced pending premium increase with respect to, any of such policies.

3.19 Brokers. No broker, financial advisor, finder or investment banker or other Person is entitled to any broker's, financial advisor's, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

3.20 Interested Party Transactions. Except as set forth on Section 3.20 of the Company Disclosure Schedule, there are no existing, and there have been no, Contracts, transactions, Indebtedness, arrangements or any related series thereof, between the Company, on the one hand, and Seller or any of the directors, officers, employees, consultants or other Affiliates of the Company, or any of their respective Affiliates or family members, on the other hand, except with respect to amounts due (a) as salaries and bonuses in the ordinary course of business consistent with past practice and (b) in reimbursement of ordinary expenses in the ordinary course of business consistent with past practice. Effective as of the Closing, all such Contracts, transactions, Indebtedness and arrangements shall be terminated (except with respect to amounts due (i) as normal salaries and bonuses and in reimbursement of ordinary expenses in the ordinary course of business consistent with past practice and (ii) in reimbursement of ordinary expenses in the ordinary course of business consistent with past practice) without any liability or obligation of the Company. There is no Indebtedness owed to the Company by any of its directors, officers, employees, consultants or other Affiliates or Seller.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1 Title; Absence of Certain Contracts. Seller is the sole lawful, record and beneficial owner of, and has good and marketable title to all of the Company Capital Stock, with the full power and authority to vote such Company Capital Stock, and transfer and otherwise dispose of such Company Capital Stock, and any and all rights and benefits incident to the ownership thereof free and clear of all Liens, and there are no agreements or understandings between Seller and any other Person with respect to the voting, sale or other disposition of Company Capital Stock, or any other matter relating to Company Capital Stock.

4.2 Organization; Good Standing; Qualification and Power. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and as proposed to be conducted. Seller is duly qualified or licensed to do business as a foreign corporation, and is in good standing under the laws of each jurisdiction in which the nature of its business or the ownership or leasing of its properties requires such qualification or licensing, except where the failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect on Seller and its Subsidiaries, taken as a whole.

4.3 Authority; Enforceability. Seller has all requisite corporate power and authority to execute and deliver this Agreement and each Transaction Document to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and each Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Seller and no other corporate proceedings on the part of Seller are required to authorize this Agreement or any of the instruments required hereby or for Seller to consummate the transactions contemplated hereby or thereby. This Agreement has been, and upon execution and delivery thereof by Seller, each Transaction Document to which Seller is a party will be, duly and validly executed and delivered by Seller, and assuming the due and valid authorization, execution and delivery by the other parties hereto and thereto, constitutes, or in the case of each such Transaction Document, will constitute, a valid and binding obligation of Seller, enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity, regardless of whether such enforceability is considered in a proceeding in law or equity.

4.4 Noncontravention. Neither the execution and delivery by Seller of this Agreement or any instrument required hereby to be executed and delivered by it, the performance by Seller of its obligations hereunder or thereunder, the consummation by Seller of the transactions contemplated hereby or thereby, or the compliance by Seller with any of the provisions hereof or thereof, will: (a) violate any provision of the certificate of incorporation or bylaws of Seller, or (b)(i) violate, conflict with or require any notice, filing, consent, waiver or approval under any applicable Law or Order to which Seller or any of its properties, contracts or other assets are subject or (ii) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with or without notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate or result in a right of acceleration of the performance required by, result in the creation of any Liens upon the properties, contracts or other assets of Seller under, or require any notice, approval, waiver or consent under, any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Seller is a party, or by which Seller or any of its properties or assets, may be bound, other than, in the case of clauses (i) and (ii), any such items that would not be reasonably likely, individually or in the aggregate, to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

4.5 Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transaction contemplated by this Agreement based upon arrangements made by or on behalf of Seller or any of their respective officers, directors, employees or agents.

4.6 Absence of Litigation, Claims and Orders. As of the date hereof, there is no Claim pending or, to the knowledge of Seller, threatened on behalf of or against Seller that questions or challenges (a) the validity of this Agreement or any other Transaction Document to which Seller is a party or (b) any action taken or to be taken by them pursuant to this Agreement

or any other Transaction Document to which Seller is a party or in connection with the transactions contemplated hereby and thereby. As of the date hereof, Seller is not subject to any outstanding Claim or Order in respect of this Agreement, any Transaction Document to which Seller is a party or the transactions contemplated hereby and thereby.

ARTICLE V — REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Company and Seller as follows:

5.1 Organization; Good Standing; Qualification and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and as proposed to be conducted. Buyer is duly qualified or licensed to do business as a foreign corporation, and is in good standing under the laws of each jurisdiction in which the nature of its business or the ownership or leasing of its properties requires such qualification or licensing, except where the failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect on Buyer.

5.2 Authority; Enforceability. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and each Transaction Document to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and each Transaction Document to which it is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Buyer and no other corporate proceedings on the part of Buyer are required to authorize this Agreement or any of the instruments required hereby or for Buyer to consummate the transactions contemplated hereby or thereby. This Agreement has been, and upon execution and delivery thereof by Buyer, each Transaction Document to which Buyer is a party will be, duly and validly executed and delivered by Buyer, and assuming the due and valid authorization, execution and delivery by the other parties hereto and thereto, constitutes, or in the case of each such Transaction Document, will constitute, a valid and binding obligation of Buyer, enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity, regardless of whether such enforceability is considered in a proceeding in law or equity.

5.3 Noncontravention. Neither the execution and delivery by Buyer of this Agreement or any instrument required hereby to be executed and delivered by it, the performance by Buyer of its obligations hereunder or thereunder, the consummation by Buyer of the transactions contemplated hereby or thereby, or the compliance by Buyer with any of the provisions hereof or thereof, will: (a) violate any provision of the certificate of incorporation or bylaws of Buyer, or (b)(i) violate, conflict with or require any notice, filing, consent, waiver or approval under any applicable Law to which Buyer or any of its properties, contracts or other assets are subject or (ii) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with or without notice or lapse of time,

or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate or result in a right of acceleration of the performance required by, result in the creation of any Liens upon the properties, contracts or other assets of Buyer under, or require any notice, approval, waiver or consent under, any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Buyer is a party, or by which Buyer or any of its properties or assets, may be bound, other than, in the case of clauses (i) and (ii), any such items that would not be reasonably likely, individually or in the aggregate, to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

5.4 Securities Act. Buyer is an "accredited investor," as such term is defined in Rule 501(a) promulgated pursuant to the Securities Act. Buyer understands that the shares of Company Capital Stock to be purchased by it pursuant to this Agreement have not been registered under the Securities Act. Buyer is acquiring the shares of Company Capital Stock for its own account and not with a view to their distribution within the meaning of Section 2(a)(11) of the Securities Act in any manner that would be in violation of the Securities Act. Buyer has not, directly or indirectly, offered any shares of the Company Capital Stock to anyone or solicited any offer to buy any shares of the Company Capital Stock from anyone, so as to bring such offer and sale of the Company Capital Stock by Seller within the registration requirements of the Securities Act. Buyer will not sell, convey, transfer or offer for sale any shares of the Company Capital Stock except in compliance with the Securities Act and any applicable state securities laws or pursuant to any exemption therefrom.

5.5 Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or any of their respective officers, directors, employees or agents.

5.6 Financial Capability. Based on existing cash reserves or availability under existing credit facilities, Buyer has the funds necessary to pay the Purchase Price as and when due.

5.7 Absence of Litigation, Claims and Orders. As of the date hereof, there is no Claim pending or, to the knowledge of Buyer, threatened on behalf of or against Buyer that questions or challenges (a) the validity of this Agreement or any other Transaction Document to which it is a party or (b) any action taken or to be taken by it pursuant to this Agreement or any other Transaction Document to which it is a party or in connection with the transactions contemplated hereby and thereby. As of the date hereof, Buyer is not subject to any outstanding Claim or Order in respect of this Agreement, any Transaction Document to which it is a party or the transactions contemplated hereby and thereby.

ARTICLE VI — ADDITIONAL AGREEMENTS

6.1 Certain Employee Matters.

(a) Each person who is an employee of the Company immediately prior to the Closing shall be an employee of the Company immediately following the Closing (each a "Continuing Employee"). As of the Closing, and continuing for a period of one (1) year thereafter, the Continuing Employees shall be employed at a base salary or base hourly wage that is not less than that which the Continuing Employee was receiving immediately prior to the Closing, on terms and conditions (including but not limited to the availability of employee benefit plans, programs and policies sponsored or maintained by Buyer and its Affiliates) that are no less favorable in the aggregate than those generally afforded to similarly situated employees of Buyer and its Affiliates, provided, however that Buyer's obligations under this Section 6.1(a) shall terminate in the event that the Company's revenue run rate declines by at least five percent (5%) in any calendar quarter compared to the previous calendar quarter during the one (1) year period following the Closing Date.

(b) Buyer shall cause the employee benefit plans, programs and policies sponsored or maintained by Buyer and its Affiliates and that the Continuing Employees become eligible to participate in from and after the Closing (collectively, the "Buyer Group Plans") to credit service with Seller and its Affiliates, and any predecessor employers, to the extent credited under the corresponding or comparable Seller Plans, as service with Buyer for purposes of (i) accruing annual vacation time, (ii) calculating severance benefits under Seller's severance plan then in effect (if any), and (iii) eligibility and vesting (but not for benefit accrual purposes (except as expressly provided herein)) under Buyer Group Plans.

(c) For the calendar year including the Closing Date, the Continuing Employees shall not be required to satisfy any deductible, co-payment, out-of-pocket maximum or similar requirements under Buyer Group Plans that provide medical, dental and other welfare benefits (collectively, the "Buyer Welfare Plans") to the extent of amounts previously credited for such purposes under the Seller Plans that provide medical, dental and other welfare benefits (the "Seller Welfare Plans"). Any waiting periods, pre-existing condition exclusions and requirements to show evidence of good health contained in such Buyer Welfare Plans shall be waived with respect to the Continuing Employees (except to the extent any such waiting period, pre-existing condition exclusion or requirement of show evidence of good health applied under the applicable Seller Welfare Plan in which the participant then participates or is otherwise eligible to participate as of immediately prior to the Closing).

(d) Except as set forth on Section 3.12(b) of the Company Disclosure Schedule, Seller shall retain all liabilities relating to the Seller Plans, including but not limited to (i) any benefits accrued and any employer matching, profit sharing, or other similar contributions due to, or under, the Seller Plans, and (ii) all medical, life insurance, dental or other welfare benefit claims incurred under the Seller Plans by employees of the Company prior to the Closing, regardless of whether the payment therefor is due or a claim is filed before, on or after the Closing Date (it being understood that, for purposes of this Section 6.1(d), a claim is deemed incurred (w) when the services, materials or supplies that are the subject of the claims are performed or provided; (x) in the case of life insurance, when death occurs; (y) in the case of

disability benefits, when the event causing disability occurs; and (z) in the case of a hospital stay, the date when a hospital admission begins).

(e) Effective as of immediately prior to the Closing, Seller shall take all such actions as may be necessary or appropriate to cause the active participation of all Continuing Employees and their beneficiaries in the Seller Plans to terminate, and no further benefits shall accrue under the Seller Plans with respect to any Continuing Employees or any beneficiary thereof. Seller shall take all such actions as may be necessary or appropriate to cause the Company to cease its participation in the Seller Plans as of immediately prior to the Closing.

(f) Notwithstanding anything contained herein to the contrary, (i) neither Buyer nor any of its Affiliates are obligated to continue to employ any employee of the Company for any period of time following the Closing, (ii) nothing in this Agreement shall limit the ability of Seller or any of its Affiliates from revising, amending or terminating any Seller Plan from time to time, (iii) nothing in this Agreement shall be construed as an amendment of any Seller Plan or Buyer Group Plan, and (iv) no provision of this Section 6.1 shall create any third party beneficiary rights in any employee or former employee (including any beneficiary or dependent of such employee or former employee) of the Company in respect of continued employment (or resumed employment) or any other matter.

6.2 Tax Matters.

(a) Allocation of Responsibility for Taxes.

(i) Seller's Responsibility for Taxes. Seller shall be responsible for all Taxes of the Company for any Tax period or portion thereof ending on or before the Closing Date (any such Tax period or portion thereof a "Pre-Closing Period"), including any Taxes imposed on the Company by virtue of (i) the inclusion of the Company, at any time on or before the Closing Date, in any consolidated return of an Affiliated Group (including any liability imposed pursuant to Treasury Regulation section 1.1502-6(a)), (ii) any deferred income triggered into income under Treasury Regulation sections 1.1502-13 and 1.1502-14, and (iii) any excess loss accounts taken into income under Treasury Regulation section 1.1502-19. Notwithstanding the foregoing, Seller shall not be responsible for any Taxes imposed on the Company as a result of transactions occurring on the Closing Date that are properly allocable (based on, among other relevant factors, factors set forth in Treasury Regulation section 1.1502-76(b)(1)(ii)(B)) to the portion of the Closing Date after the Closing (collectively, "Excluded Taxes").

(ii) Buyer's Responsibility for Taxes. Buyer shall be responsible for (i) all Taxes of the Company for any Tax period or portion thereof beginning after the Closing Date (any such Tax period or portion thereof a "Post-Closing Period") and (ii) Excluded Taxes.

(iii) Proration of Taxes.

(1) Seller and Buyer shall, to the extent permitted by applicable Law and except as otherwise provided herein, elect with the relevant Tax Authority to close the taxable period of the Company at the end of the day on the Closing Date.

(2) In the case of any Tax for any Straddle Period imposed upon or measured by income or receipts, Taxes shall be apportioned between Pre-Closing Periods and Post-Closing Periods in accordance with the principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by the parties. No election shall be made under Treasury Regulations Section 1.1502-76(b)(2)(ii) (relating to ratable allocation of a year's items).

(3) In the case of any Tax for any Straddle Period which is not imposed upon or measured by income or receipts, the amount of such Tax which is allocable to a Pre-Closing Period shall be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the portion of such taxable period ending on and including the Closing Date and the denominator of which is the number of days in the entire taxable period. The amount of Tax which is allocable to a Post-Closing Period shall be the amount of such Tax for the entire taxable period less the amount of Tax which is allocable to a Pre-Closing Period.

(4) Seller and Buyer shall prepare all Tax Returns for Straddle Periods consistent with the proration of Taxes set forth in this Section 6.2(a)(iii).

(b) Tax Return Filing and Payment of Taxes.

(i) Buyer's Responsibility. Except as set forth in Section 6.2(b)(ii), Buyer shall prepare and file all Tax Returns relating to the Company for Tax periods ending after the Closing Date. Buyer shall make all payments required with respect to any such Tax Return. Prior to filing, Buyer shall allow Seller an opportunity to review and make reasonable comments upon such Tax Returns to the extent they relate to a Straddle Period, and shall make changes to such Tax Returns reasonably requested by Seller and reasonably acceptable to Buyer to ensure that such Tax Returns are consistent with the terms of this Agreement. All such Tax Returns that relate to a Straddle Period shall be prepared in a manner that is consistent with past practice unless otherwise required by applicable Law. Buyer shall not, and shall not cause or permit the Company to, make an election under Section 338 of the Code or any similar provision of law to treat the purchase and sale of the Company Capital Stock as a deemed sale of assets for any Tax purposes.

(ii) Seller's Responsibility. Seller shall prepare all Tax Returns relating to the Company for Tax periods ending on or prior to the Closing Date, and any Tax Return for any Straddle Period for an Affiliated Group or other combined, consolidated or unitary group that includes the Company on or prior to the Closing Date, and shall make all payments required with respect to any such Tax Return. Buyer shall file or cause to be filed all such Tax Returns relating solely to the Company (the "Buyer-Filed Pre-Closing Returns") (*i.e.*, excluding Tax Returns of any Affiliated Group that includes the Company), and Seller shall file or cause to be filed all such Tax Returns relating to such Affiliated Groups or other combined, consolidated or unitary groups. Seller shall include the income of the Company and the Company's Subsidiaries that were members of such Affiliated Groups (including any deferred income triggered into income by Treasury Regulation section 1.1502-13 and 1.1502-14 and any excess loss accounts taken into income under Regulation section 1.1502-19) on Seller's consolidated federal income Tax Returns for all periods through the Closing Date and pay any

federal income Taxes attributable to such income. Seller shall allow Buyer an opportunity to review and make reasonable comments upon the Buyer-Filed Pre-Closing Returns, and shall make changes to such Buyer-Filed Pre-Closing Returns reasonably requested by Buyer and reasonably acceptable to Seller to ensure that such Tax Returns are consistent with the terms of this Agreement. All such Buyer-Filed Pre-Closing Returns shall be prepared in a manner that is consistent with past practice unless otherwise required by applicable Law.

(iii) Reimbursement. In the event that Seller or Buyer is responsible pursuant to Section 6.2(a) for any Taxes paid by the other party with respect to any Tax Return, reimbursement shall be made promptly, but no later than the latter of (i) thirty (30) days following written notice to the Person liable for the Tax from the Person that shall pay the Tax, or (ii) five (5) days prior to the date such Tax is required to be paid.

(c) Tax Contests and Audit Responsibilities.

(i) General Rule. Except as otherwise provided in this Section 6.2(c), and notwithstanding anything to the contrary under ARTICLE IX, the party responsible for the Taxes under Section 6.2(a) shall control and bear the cost of the conduct of any Tax Contest, including determining actions taken to pay, compromise or settle such Taxes.

(ii) Seller's Tax Returns. In no event shall Seller settle any Tax Contest relating to the Company's separate Tax Returns in a manner that would directly, materially and adversely affect the Company or any of the Company's Subsidiaries after the Closing Date without Buyer's prior written consent, which shall not be unreasonably withheld.

(iii) Straddle Periods. In the case of any Straddle Period, the Person responsible for preparing the affected Tax Return under Section 6.2(b) shall control the conduct of such Tax Contest, and the other party shall have the right to participate in such Tax Contest to the extent the proceedings relate to any matter which may give rise to an indemnification payment by such other party under this Agreement. The party receiving the notice of such Tax Contest shall provide the other party with notice in writing of such Tax Contest involving the Company within thirty (30) days of receiving such notice from the Governmental Authority. If the non-notifying party does not respond within twenty (20) days of any such notice, they shall be deemed to have elected not to participate in such Tax Contest. Neither party may settle any such Tax Contest relating to a Straddle Period in a manner that would be reasonably expected to materially and adversely affect the other without prior written consent (which shall not be unreasonably withheld, conditioned or delayed). In any Tax Contest where the non-notifying party elects to participate, each party shall bear its own costs for participating in such Tax Contest, and both parties shall cooperate in good faith before any final resolution is reached.

(d) Tax Benefits.

(i) General Rule. Any Tax Benefit relating to any adjustment to Tax relating to the Company for any Pre-Closing Period shall be for the account of Seller. Any Tax Benefit relating to any adjustment to Tax relating to the Company attributable to any Post-Closing Period shall be for the account of Buyer. Any adjustment to Tax relating to the Company for any Straddle Period shall be prorated between Seller and Buyer in accordance with

the principles of Section 6.2(a)(iii). An amount equal to such Tax Benefit shall be immediately paid to either Seller or Buyer, as determined under this Section 6.2(d), when such Tax Benefit is recognized.

(ii) Carryback Claims. To the extent permitted by applicable Law, Buyer shall (or shall cause or permit the Company to) elect to relinquish any carryback of a Tax attribute that generates a Tax Benefit to any Pre-Closing Period. In cases where Buyer cannot elect to relinquish such carrybacks, Seller shall immediately pay to Buyer any net Tax refund (or amount equal to any net reduction in Tax liability) resulting from a carryback of a post-acquisition Tax attribute of the Company into Seller's consolidated Tax Return, when such refund or reduction is realized by Seller's Affiliated Group. Seller shall cooperate with Buyer and the Company at no cost to Seller in obtaining such refunds (or reduction in Tax liability), including through the filing of amended Tax Returns or refund claims. Buyer agrees to indemnify Seller for the disallowance of such post-acquisition Tax attribute on audit or otherwise.

(e) Cooperation.

(i) Seller and Buyer each shall:

(1) provide assistance to each other party as reasonably requested in preparing and filing Tax Returns and responding to Tax audits or Tax Authority disputes;

(2) make available to each other party as reasonably requested all relevant information, records, and documents relating to Taxes for the Company or any of the Company's Subsidiaries; and

(3) consistent with each party's records management policy, retain any books and records that could reasonably be expected to be necessary or useful in connection with any preparation by any other party of any Tax Return, or for any audit, examination, or proceeding relating to Taxes.

(ii) For a period of ten (10) years following the Closing, each of Seller and Buyer shall contact the other party prior to the intentional destruction of any books and records as described in Section 6.2(e)(i) and allow such other party to obtain such books and records within thirty (30) days of such notice.

(f) Transfer Taxes. Notwithstanding any other provision of this Agreement, Buyer, on the one hand, and Seller, on the other hand, shall be responsible for fifty percent (50%) of all applicable transfer, documentary, sales, use, stamp, registration and other similar such Taxes and related costs incurred in connection with the transactions contemplated under this Agreement ("Transfer Taxes"). Each party hereto hereby agrees to pay all such Taxes and other related costs and to file all necessary documentation (including, without limitation, all Tax Returns) as required under the applicable statutory provisions with respect to all such Taxes in a timely manner. To the extent that either Buyer or Seller is required to pay any such Taxes or related costs described in this paragraph in excess of its fifty percent (50%) share, the other such

party or parties shall indemnify and hold harmless the paying party or parties from and against any such excess payments.

6.3 Interested Party Transactions. Except as set forth on Section 6.3 of the Company Disclosure Schedule, prior to the Closing, the Company shall have taken all actions necessary to terminate, and shall cause to be terminated effective as of the Closing, the Contracts, transactions, Indebtedness and any other arrangements set forth in Section 3.20 of the Company Disclosure Schedule, in each case without any further liability or obligation of the Company, the Surviving Corporation.

6.4 Existing Indemnification Rights; Directors and Officers Insurance. Buyer shall not cause or allow the Company to modify, and shall cause the Company to honor, any rights to indemnification or exculpation from liabilities arising out of actions or omissions arising out of any Person's service or services as a director or officer of the Company or, at the Company's request, of another corporation, partnership, joint venture, trust or other enterprise occurring at or prior to the Closing Date (including the transactions contemplated by this Agreement) now existing in favor of such Persons as provided in the Company Charter or the Company's bylaws, as in effect on the date of this Agreement, or in any indemnification agreement or contract in effect as of the date hereof. If the Company or any successors or assigns shall consolidate with or merge into any other Person and shall not be the continuing or surviving person of such consolidation or merger or shall transfer all or substantially all of its assets to any Person, then and in each case, proper provision shall be made so that the successors and assigns of the Company shall assume the obligations set forth in this Section 6.4

6.5 Corporate Records. The Company shall deliver to Buyer as soon as reasonably practicable after the Closing copies of all available minute books of all stockholders, Board of Directors and committee meetings, corporate seals, stock ledgers and other similar records and items reasonably requested by Buyer of the Company, including all stock certificates or similar evidence of ownership of capital stock or other equity interests in the Company.

6.6 Public Announcements. Seller, the Company and Buyer shall mutually agree on the form and timing of an initial joint press release to be issued with respect to this Agreement and the transactions contemplated hereby. In addition, Seller, the Company and Buyer shall consult with and obtain the approval of the other parties before issuing any press release or making any other public disclosure with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such public disclosure prior to such consultation and approval (except as may be required by Law, in which event the Person proposing to issue such press release or make such public disclosure shall use its reasonable best efforts to consult in good faith with the other parties before issuing any such press release or making any such public disclosure and shall cooperate to limit the scope of disclosure to the minimal amount if information required by law). Nothing in this Agreement shall be construed to prevent a party from making any public disclosure required by Law, including without limitation, disclosure requirements of the Securities and Exchange Commission (the "SEC") or of any securities exchange on which securities of such party are publicly traded; provided, however, that for any public disclosure required to be made before the Closing, if reasonably requested by the Company, such party shall use its commercially

reasonable efforts to obtain confidential treatment of any commercially sensitive information of the Company proposed to be included in such disclosure.

6.7 Equipment Consents.

(a) Obtaining Consent. The equipment listed on Section 3.5 of the Company Disclosure Schedule is currently owned by Seller but used by the Company in the operation of its business. Seller covenants and agrees to transfer and assign such equipment to the Company prior to the Closing. Notwithstanding the foregoing, to the extent that such transfer and assignment to the Company of such equipment would require any Approval of any Person and such Approval shall not have been obtained prior to the Closing, this Agreement shall not constitute a transfer or assignment thereof if such transfer or assignment would constitute a breach of any Contract or the rights of any Person. Following the Closing, the Parties shall use commercially reasonable efforts, and shall cooperate with each other, to obtain promptly such Approvals, and such cooperation shall include the agreement by the Company and/or Buyer with the equipment vendor to such software maintenance Contracts as are reasonable and customarily concomitant with use of such equipment. All out-of-pocket costs and fees required to obtain any such Approval shall be borne by Seller. Once any such Approval is obtained, the Company shall promptly transfer and assign the corresponding item(s) of equipment to the Company for no additional consideration.

(b) Alternative Arrangements. To the extent that any of the equipment listed on Section 3.5 of the Company Disclosure Schedule cannot be transferred or assigned to the Company following the Closing pursuant to this Section 6.7, Seller and the Company shall, to the extent permitted under applicable Law and Contracts, enter into such arrangements to provide to the Company the operational equivalent of obtaining such Approval.

6.8 Further Assurances. Each party to this Agreement shall execute such documents and other papers and perform such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby.

ARTICLE VII — CONDITIONS PRECEDENT

7.1 Conditions to Each Party's Obligations. The respective obligations of Seller, the Company and Buyer to consummate the transactions contemplated by this Agreement or the other Transaction Documents shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) No Injunctions or Restraints; Illegality. (i) There shall not be in effect any Order, injunction (whether temporary, preliminary or permanent) or other legal restraint or prohibition issued by any Court or Governmental Authority of competent jurisdiction that seeks to prevent the consummation of the transactions contemplated hereby on substantially the same terms contemplated herein or the conferring on Buyer of substantially all of the rights and benefits as contemplated herein, nor shall there be pending any proceeding brought by any Governmental Authority seeking any of the foregoing, and (ii) there shall not be any Law or Order enacted, entered, enforced or deemed applicable to the transactions contemplated hereby

that makes (or seeks to make) illegal the consummation of the transactions contemplated hereby on substantially the same terms contemplated herein.

(b) Consents. All Approvals legally required from all Governmental Authorities to consummate the transactions contemplated by this Agreement or the other Transaction Documents, without the imposition of material conditions or requirements on Buyer and its Subsidiaries, shall have been obtained and shall remain in full force and effect as of the Closing Date.

(c) Dallas Sublease. Seller and the Company shall have entered into a sublease under the Lease on terms satisfactory to Buyer and Seller.

7.2 Additional Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement and the other Transaction Documents shall be subject to the satisfaction at or prior to the Closing of the following conditions, any of which may be waived in writing by Buyer:

(a) Representations and Warranties. The representations and warranties of the Company and Seller contained in this Agreement and the other Transaction Documents shall be true and correct as of the Closing Date (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date). Buyer shall have received a certificate to such effect from each of Seller and the Company, signed by an appropriate senior officer.

(b) Covenants and Agreements. Seller and the Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement and the other Transaction Documents to be performed or complied with by them on or prior to the Closing Date. Buyer shall have received a certificate to such effect from each of Seller and the Company, signed by an appropriate senior officer.

(c) Approvals and Consents. Buyer shall have received evidence, in form and substance reasonably satisfactory to it, that all Approvals described in Section 3.5 of the Company Disclosure Schedule (or not described in Section 3.5 of the Company Disclosure Schedule but required to be so described) have been obtained.

(d) Transaction Documents. Each of Seller and the Company shall have executed and delivered the Transaction Documents to which it is a party.

(e) Ancillary Agreements with Seller. Each of Seller, Buyer and the Company shall have executed and delivered (i) a Transition Services Agreement providing for service and support of Company operations for a period of at least 6 months following the Closing; and (ii) a Traffic/Service Exchange Agreement pursuant to which Seller shall covenant and agree not to materially alter the source or mix of Internet traffic provided by Seller to the Company prior to the Closing, each of the foregoing agreements on terms mutually acceptable to the parties.

(f) Buyer Employment Offers. Each of Chuck Miller, Melanie Courtright and Gary Crance shall have accepted offers of continued employment with Buyer, effective upon the Closing, in form and on terms satisfactory to Buyer.

(g) Assignment of Intellectual Property. All Registered Company Intellectual Property (including Trademarks and Domain Names) has been properly assigned to the Company, in form and on terms satisfactory to Buyer.

7.3 Additional Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement or the other Transaction Documents shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement and the other Transaction Documents shall be true and correct as of the Closing Date (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date). Seller shall have received a certificate to such effect signed by an appropriate senior officer of Buyer.

(b) Covenants and Agreements. Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date. Seller shall have received a certificate to such effect signed by an appropriate senior officer of Buyer.

(c) Transaction Documents. Buyer shall have executed and delivered the Transaction Documents to which it is a party.

(d) License Back. The Company shall have executed and delivered to Seller an intellectual property license agreement with respect to U.S. Patent No. 6,999,987 (issued February 14, 2006) and related intellectual property in form and on terms satisfactory to Seller and Buyer.

ARTICLE VIII — TERMINATION; FEES AND EXPENSES

8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the parties hereto;

(b) by either Buyer or Seller, if the Closing shall not have occurred on or before 11:59 p.m. (Eastern time) on the date hereof; provided that the termination right under this Section 8.1(b) shall not be available to any party whose willful and material breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such time;

(c) by either Buyer or Seller, if a Court or Governmental Authority shall have issued an Order or taken any other action that is final and nonappealable and that restrains,

enjoins or otherwise prohibits the consummation of the transactions contemplated under the Agreement or the other Transactions Documents;

(d) by Buyer, if Buyer is not in material breach of its obligations under this Agreement, and if (i) at any time any of the representations and warranties of Seller and the Company in this Agreement or in any Transaction Document become untrue or inaccurate such that the condition set forth in Section 7.2(a) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 8.1(d)) or (ii) there has been a material breach on the part of Seller or the Company of any of their respective covenants or agreements contained in this Agreement or in any Transaction Document such that the condition set forth in Section 7.2(b) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 8.1(d)), and in each case such breach (if curable) has not been cured within thirty (30) days after notice thereof by Buyer to Seller and the Company;

(e) by Seller, if it is not in material breach of its obligations under this Agreement, and if (i) at any time any of the representations and warranties of Buyer in this Agreement become untrue or inaccurate such that the condition set forth in Section 7.3(a) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 8.1(e)) or (ii) there has been a material breach on the part of Buyer of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 7.3(b) would not be satisfied (treating such time as if it were the Closing for purposes of this Section 8.1(e)), and in each case such breach (if curable) has not been cured within thirty (30) days after notice thereof by Seller to Buyer; or

8.2 Effect of Termination. In the event that this Agreement is terminated pursuant to Section 8.1, (a) this Agreement will forthwith become void, (b) there will be no further liability or obligation on the part of any party hereto or any of their respective officers or directors, and (c) all further rights and obligations of any party hereto will cease; provided, however, that (i) this Section 8.2, Sections 6.6 and 8.3 and ARTICLE X shall survive in accordance with their terms and (ii) no such termination will relieve any party from liability for any breach of this Agreement by such party that occurred prior to such termination.

8.3 Fees and Expenses. All fees and expenses incurred in connection with this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses, whether or not the transactions contemplated by this Agreement or the other Transaction Documents are consummated; provided that all such fees and expenses incurred by the Company prior to the Closing shall be borne by Seller.

ARTICLE IX — SURVIVAL AND INDEMNIFICATION

9.1 Survival of Representations and Warranties and Agreements. All representations, warranties and covenants of Buyer, the Company and Seller contained in this Agreement shall survive the Closing, regardless of any investigation made by or on behalf of any other party or the knowledge of any of its Affiliates, officers, directors, employees, agents or representatives and shall continue thereafter in full force and effect as follows: (a) the representations and warranties of the Company set forth in Sections 3.1 (Organization and Qualification;

Subsidiaries), 3.3 (Capitalization) and 3.4 (Authority; Enforceability), the representations and warranties of Seller set forth in Sections 4.1 (Title; Absence of Certain Contracts), 4.2 (Organization; Good Standing; Qualification and Power) and 4.3 (Authority; Enforceability), and the representations and warranties of Buyer set forth in Sections 5.1 (Organization; Good Standing; Qualification and Power) and 5.2 (Authority; Enforceability) (collectively, the “Fundamental Representations”), shall survive indefinitely; (b) the representations and warranties of the Company set forth in Section 3.15 (Taxes) (the “Special Representations”), shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations with respect to obligations for the matters addressed by such representations and warranties; and (c) all other representations and warranties set forth in this Agreement (the “General Representations”) shall survive until the date that is twelve (12) months following the Closing Date with respect to obligations for the matters addressed by such representations and warranties. No expiration of the survival of any representation or warranty shall in any way affect the survival of any other indemnity obligations contained in this ARTICLE IX, regardless of whether such indemnity obligations relate to matters also covered by representations and warranties. The survival periods specified in this Section 9.1 shall not preclude claims, if any, asserted in writing prior to the expiration of the applicable survival period that are identified as claims for indemnification pursuant to this ARTICLE IX.

9.2 Seller’s Agreement to Indemnify. From and after the Closing, subject to the terms and conditions set forth herein, Seller agrees to indemnify Buyer and its Affiliates, stockholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Buyer Indemnitees”) against, and hold the Buyer Indemnitees harmless from, any and all demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) (collectively “Losses”) paid, suffered or incurred by any of them in investigating, preparing, defending, acknowledging, satisfying or settling any threatened or actual demand, charge, complaint, hearing, investigation, claim, suit, action, order, decree, judgment, ruling or proceeding asserted against, resulting from, imposed upon, or incurred or suffered by any of Buyer Indemnitees, directly or indirectly, which results from, arises out of, or is caused by:

(a) any breach of any of the representations and warranties of the Company made in ARTICLE III of this Agreement or in any other Transaction Document;

(b) any breach of any of the representations and warranties of Seller made in ARTICLE IV of this Agreement or in any other Transaction Document; and

(c) any breach of any covenant or agreement made by Seller to be performed on, before or after the Closing or, if to be performed at or prior to the Closing, the Company, in this Agreement or in any other Transaction Document;

provided, however, that Seller will not be obligated to indemnify Buyer Indemnitees in respect of any claim asserted under Sections 9.2(a) or (b) for breaches of its or the Company’s General Representations or Special Representations until the aggregate Losses suffered by Buyer Indemnitees as a result of all such breaches or claims in respect of which Buyer Indemnitees shall be entitled to indemnification hereunder for all Losses incurred in respect thereof exceeds \$100,000 (the “Threshold”), at which point Seller will only be obligated to indemnify the Buyer

Indemnitees from and against the portion of such Losses that exceed the Threshold; and provided further that the maximum aggregate indemnification obligation of Seller in respect of claims asserted under this Sections 9.2(a) or (b) shall not exceed an aggregate amount equal to 20% of Purchase Price (the "Cap").

9.3 Buyer's Agreement to Indemnify. From and after the Closing, subject to the terms and conditions set forth herein, Buyer shall indemnify Seller and its Affiliates, agents and representatives and their successors and assigns (collectively, the "Seller Indemnitees," and together with the Buyer Indemnitees, the "Indemnified Persons") against, and hold the Seller Indemnitees harmless from, all Losses paid, suffered or incurred by any of them in investigating, proposing, defending, acknowledging, satisfying or settling any threatened or actual demand, charge, complaint, hearing, investigation, claim, suit, action, order, decree, judgment, ruling or proceeding asserted against, resulting from, imposed upon, or incurred or suffered by any of the Seller Indemnitees, directly or indirectly, which results from, arises out of, or is caused by:

(a) any breach of any of the representations and warranties of Buyer made in this Agreement or in any other Transaction Document, or the failure of any representation or warranty made by Buyer in this Agreement or in any other Transaction Document to be true, complete and correct; and

(b) any breach of any covenant or agreement made by the Buyer or, if to be performed after the Closing, the Company, in this Agreement or in any other Transaction Document.

9.4 Procedures. If a third party shall notify an Indemnified Person with respect to any matter that may give rise to a claim for indemnification under the indemnity obligations set forth above in Sections 9.2 or 9.3 (such claim, a "Third Party Claim"), the procedure set forth below shall be followed.

(a) Notice. The Indemnified Person shall give to the party providing indemnification (the "Indemnifying Party") written notice of any Third Party Claim promptly but in any event within ten (10) days after the Indemnified Party receives notice thereof; provided, however, that failure by the Indemnified Party to give such notice shall not relieve the Indemnifying Party from any liability it shall otherwise have pursuant to this Agreement except to the extent that such failure has materially and adversely affected the Indemnifying Party's ability to defend such Third Party Claim. Such notice shall set forth in reasonable detail, if known, (i) the basis for such potential claim and (ii) the dollar amount of such claim. The Indemnifying Party shall have a period of thirty (30) days within which to respond thereto. If the Indemnifying Party does not respond within such 30-day period, the Indemnifying Party shall be deemed to have accepted responsibility for such indemnity.

(b) Defense of Claim. With respect to a Third Party Claim for which indemnification may be sought under this Agreement, the Indemnifying Party shall have the right, at its option, to be represented by counsel of its choice and to assume the defense or otherwise control the handling of any claim, suit, judgment or matter for which indemnity is sought, by notifying the Indemnified Party in writing to such effect within thirty (30) days after receipt of such notice; provided, however, that the Indemnified Person shall have the right to employ counsel to represent it if, in the Indemnifying Party's reasonable judgment based upon

the advice of counsel, it is advisable in light of the separate interests of the Indemnified Person to be represented by separate counsel, and in that event the fees and expenses of such separate counsel shall be paid by the Indemnifying Party. If the Indemnifying Party does not give timely notice in accordance with the preceding sentence, the Indemnifying Party shall be deemed to have given notice that it does not wish to control the handling of such claim, suit or judgment. In the event the Indemnifying Party elects (by notice in writing within such 30-day period) to assume the defense of or otherwise control the handling of any such claim, suit, judgment or matter for which indemnity is sought, the Indemnifying Party shall indemnify and hold harmless the Indemnified Person from and against any and all fees (including attorneys' fees, accountants, consultants and engineering fees) and expenses incurred by the Indemnifying Party prior to such election. In the event that the Indemnifying Party does not assume the defense or otherwise control the handling of such matter, the Indemnified Person may retain counsel, as an indemnification expense, to defend such claim, suit, judgment or matter.

(c) Final Authority. The parties shall cooperate in the defense of any such claim or litigation and each shall make available all books and records which are relevant in connection with such claim or litigation. In connection with any claim, suit or other proceeding with respect to which the Indemnifying Party has assumed the defense or control, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to any matter which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Person from all liability with respect thereto, without the written consent of the Indemnified Person. In connection with any claim, suit or other proceeding with respect to which the Indemnifying Party has not assumed the defense or control, the Indemnified Person may not compromise or settle such claim without the consent of the Indemnifying Party, which shall not be unreasonably withheld and shall be deemed to have been given if the Indemnified Person provides the Indemnifying Party with a written notice setting forth the material terms of such compromise or settlement and the Indemnifying Party does not object thereto in writing within ten (10) days of its receipt of such notice.

9.5 Matters Involving the Parties.

(a) In the event that an Indemnified Person asserts a claim under this ARTICLE IX (excluding Third-Party Claims covered by Section 9.4 hereof) against an Indemnifying Person, the Indemnified Person shall give written notice (a "Claim Notice") to Buyer or Seller, as applicable, specifying, in reasonable detail, the basis for the assertion of the claim and the amount of the claim asserted, if known. Such assertion of Liability shall be deemed accepted by Buyer or Seller, as applicable, and the amount of such claim shall be deemed a valid claim, conclusive and binding on the indemnifying party unless, within thirty (30) days after the Indemnified Person gives the Claim Notice, Buyer or Seller, as applicable, gives written notice to the Indemnified Person contesting the basis for, or the amount of, such claim. If such notice is given by Buyer or Seller, as applicable, then the parties shall use reasonable efforts to reach agreement with respect to such claim.

(b) If no such agreement can be reached after good faith negotiation, Buyer or Seller, as applicable, may institute proceedings in a court of competent jurisdiction (in accordance with Section 10.12) to resolve any such dispute.

9.6 Written Notice of Indemnification Claims. Any claim for indemnification under this ARTICLE IX based on a breach of a representation or warranty must be asserted in a written notice delivered to Seller if made pursuant to Section 9.2 hereof, and to Buyer if made pursuant to Section 9.3 hereof, before the expiration of the survival date applicable to the representation and warranty relating to such claim.

9.7 Limitation of Remedies.

(a) No party hereto shall be liable to the other for special, incidental, or punitive damages claimed by such other party resulting from such first party's breach of its obligations, agreements, representations or warranties hereunder, provided that nothing hereunder shall preclude any recovery by an Indemnified Person against an indemnifying party for Third Party Claims to the extent such damages are asserted and recovered by the claimant in such Third Party Claim.

(b) Any liability for indemnification under Section 9.2 or Section 9.3 hereof shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) An Indemnified Person shall make commercially reasonable efforts to mitigate any Losses that it asserts under this ARTICLE IX, including, but not limited to, pursuing recovery under any available insurance policies or arrangements or other indemnity rights that it may have. The amount of any Losses for which indemnification is provided under this ARTICLE IX shall be reduced by any net amounts recovered from an unaffiliated third party by the Indemnified Person under insurance policies and arrangements with respect to such Losses.

(d) There shall be no right of contribution for Seller from the Company with respect to any Loss claimed by a Seller Indemnified Party, and in no event shall Seller be entitled to require that any claim be first made or brought against any other Person, including the Company.

9.8 Exclusive Remedy. The parties hereto acknowledge and agree that the indemnification provisions set forth in this ARTICLE IX shall be the exclusive remedy of the Indemnified Persons at law or in equity from and after the Closing with respect to the breach of any representation or warranty contained in this Agreement, except in the case of fraud.

9.9 Treatment of Indemnification Payments. Any indemnification payment paid to an Indemnified Person pursuant this ARTICLE IX shall be treated as an adjustment to the Purchase Price to the maximum extent permitted by law.

ARTICLE X — MISCELLANEOUS

10.1 Amendment; Waiver. This Agreement may not be amended other than in an instrument in writing signed by all of the parties hereto. Any party hereto may extend the time for the performance by another party of any of the obligations or other acts required hereunder,

waive any inaccuracies in the representations and warranties of another party contained herein or in any document delivered pursuant hereto and waive compliance by another party with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

10.2 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by nationally recognized overnight courier or by registered or certified mail (postage prepaid, return receipt requested) or by facsimile (if applicable) as follows:

(a) If to Seller:

AOL Inc.
22000 AOL Way
Dulles, Virginia 20166
Facsimile: (703) 466-9093
Attention: Deputy General Counsel

with copies to each of:

AOL Inc.
22000 AOL Way
Dulles, Virginia 20166
Facsimile: (703) 265-4250
Attention: Executive Vice President and Chief Financial Officer

and

Arnold & Porter LLP
1600 Tysons Boulevard
Suite 900
McLean, Virginia 22102
Facsimile: (703) 720-7399
Email: Paul_Freshour@aporter.com
Attention: Paul D. Freshour

(b) If to the Company prior to the Closing:

Digital Marketing Services, Inc.
c/o AOL Inc.
22000 AOL Way
Dulles, Virginia 20166
Facsimile: (703) 466-9093
Attention: Deputy General Counsel

with a copy to:

Arnold & Porter LLP
1600 Tysons Boulevard
Suite 900
McLean, Virginia 22102
Facsimile: (703) 720-7399
Email: Paul_Freshour@aporter.com
Attention: Paul D. Freshour

(c) If to Buyer:

United Sample, Inc.
16501 Ventura Blvd., Suite 250
Encino, CA 91436
Facsimile: (818) 524-1219
Email: matt@usamp.com
Attention: Matthew Dusig, Chief Executive Officer

with a copy to:

Stradling Yocca Carlson and Rauth
800 Anacapa Street, Suite A
Santa Barbara, CA 93101
Facsimile: (805) 730-6801
Email: dlafitte@sycr.com
Attention: David Lafitte

or to such other address as the party to whom notice is to be given may have furnished to the other parties in writing in accordance with this Section 10.2. All such notices or communications shall be deemed to be received (i) in the case of personal delivery, nationally recognized overnight courier or registered or certified mail, on the date of such delivery and (ii) in the case of facsimile or email, upon confirmed receipt.

10.3 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that the provisions contained in this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, without the posting of any bond, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

10.4 Company Disclosure Schedule. The Company Disclosure Schedule shall identify exceptions and other matters with respect to the representations, warranties, covenants and agreements of the Company herein and shall be arranged in certain specific sections and subsections corresponding to the sections and subsections of this Agreement. The disclosure of any exception or other matter in any Section or subsection of ARTICLE III shall be deemed to qualify any other Section or subsection of ARTICLE III if its relevance thereto is readily apparent. The inclusion of any information in any section of the Company Disclosure Schedule

shall not be deemed to be an admission or acknowledgement by the Company that such information is material to or outside the ordinary course of its business. Certain information set forth in the Company Disclosure Schedule is intended solely for informational purposes and may not be required to be disclosed pursuant to the Agreement, and the listing of an item does not necessarily mean that the Company has made a judgment that such information is material or that any possible adverse result will occur.

10.5 Interpretation. When a reference is made in this Agreement to Sections, subsections or exhibits, such reference shall be to a Section, subsection, or exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article. Except as otherwise specifically provided herein, the word "material," when used in reference to any party's representations, warranties, covenants or agreements, shall mean material in relation to such party. The table of contents and the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. If a document or material has been "made available" to Buyer, such phrase means that such document or material has been made available to Buyer prior to the date hereof in the online data room maintained on behalf of the Company.

10.6 Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to the parties. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to amend or otherwise modify this Agreement so as to effect the original intent of the parties as closely as possible in an mutually acceptable manner such that that transactions contemplated hereby are fulfilled to the extent possible.

10.7 Entire Agreement. Except for the Confidentiality Agreement, this Agreement and the Transaction Documents (including all exhibits and schedules hereto and thereto) and other documents and instruments delivered in connection herewith constitute the entire agreement and supersede all prior representations, agreements, understandings and undertakings, whether written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof, and no party is relying on any other prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter hereof and thereof.

10.8 Assignment. This Agreement and the rights and obligations hereunder may not be assigned without the prior written consent of each of the parties hereto; provided, however, that Buyer may assign this Agreement or all or any of their rights or obligations hereunder to one or more of their Affiliates without the consent of any other party. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

10.9 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto any right, benefit or remedy under or by reason of this Agreement, except for (i) the Indemnified Persons to the extent set forth in ARTICLE IX, and (ii) as provided in Section 6.4 (which is intended for the benefit of the Persons described therein), in each case all of whom shall be third party beneficiaries of such provisions.

10.10 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor will any single or partial exercise of any such right preclude any other (or further) exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive to or exclusive of, any rights or remedies otherwise available to a party hereunder.

10.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Law of the State of New York.

10.12 Jurisdiction; Waiver of Jury Trial.

(a) Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the state and federal courts sitting in New York County, New York in the event any dispute arises out of this Agreement or any Transaction Document or any transaction contemplated hereby or thereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any Transaction Document or any transaction contemplated hereby or thereby in any court other than the such courts and (iv) waives (and shall not make) any claim that jurisdiction in such court is not convenient to such party.

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

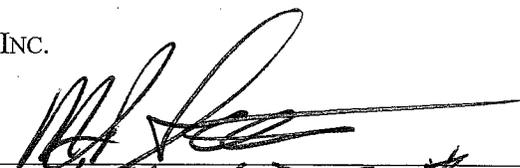
10.13 Counterparts. This Agreement may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

AOL INC.

By: 

Name:

Title:

Michael J. Smith
VP, Corporate Development

COMPANY:

DIGITAL MARKETING SERVICES, INC.

By: _____

Name:

Title:

BUYER

UNITED SAMPLE, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

AOL INC.

By: _____
Name:
Title:

COMPANY:

DIGITAL MARKETING SERVICES, INC.

By:  _____
Name: *Chuck Miller*
Title: *President*

BUYER

UNITED SAMPLE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

AOL INC.

By: _____

Name:

Title:

COMPANY:

DIGITAL MARKETING SERVICES, INC.

By: _____

Name:

Title:

BUYER

UNITED SAMPLE, INC.

By:  _____

Name: MATT DUSIG

Title: CEO

EXHIBIT A

Form of Closing Date Assets and Liabilities Statement

The following is an example form of Closing Date Assets and Liabilities Statement, and does not constitute a representation as to the information contained therein.

Digital Marketing Services Business of AOL Inc.

Statements of Assets to be Acquired and Liabilities to be Assumed

June 24, 2010
(Unaudited)

Assets

Accounts receivable, less allowance of \$15,104		1,273,459
Property and equipment, net		39,467
Total assets to be acquired	\$	1,312,926

Liabilities

Accrued expenses		111,371
Total liabilities to be assumed	\$	111,371

Working Capital

\$ 1,201,555

COMPANY DISCLOSURE SCHEDULE

June 24, 2010

This Company Disclosure Schedule (the "Company Disclosure Schedule") has been prepared in connection with the Stock Purchase Agreement (the "Agreement"), dated as of the date hereof, by and among AOL Inc., a Delaware corporation ("Seller"), Digital Marketing Services, Inc., a Delaware corporation and a wholly-owned subsidiary of Seller (the "Company"), and United Sample, Inc., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

All statements set forth in the Company Disclosure Schedule are qualified in their entirety by the specific corresponding provisions of Article III of the Agreement and none of such statements are intended to or shall constitute separate representations or warranties of the Company or Seller, but rather constitute exceptions and qualifications to the Article III representations and warranties. The section numbers used herein refer to the sections in the Agreement. Headings and subheadings have been inserted for convenience of reference only and shall not have the effect of amending or changing the express description thereof as set forth in the Agreement. Each of the representations and warranties of the Company in Article III of the Agreement is made subject to the specific exceptions and qualifications set forth in the corresponding section of the Company Disclosure Schedule, provided that disclosure of information in one section or subsection of the Company Disclosure Schedule shall also constitute disclosure of such information for the purposes of each other section and subsection of the Company Disclosure Schedule with respect to which (and then only to the extent that) the relevance of such disclosure as an exception to the representation or warranty corresponding to such other section or subsection of the Company Disclosure Schedule is reasonably apparent on the face of such disclosure. The inclusion of any information in any section or subsection of the Company Disclosure Schedule or other document delivered by Seller pursuant to the Agreement shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever.

Section 3.5

No Conflict; Required Filings and Consents

1. The Lease Agreement between SP4 Tollway Crossing, L.P. and the Company (as successor-in-interest to AOL LLC and Seller), dated July 9, 2009 requires the Approval of the landlord to sublease.

2. The below chart represents a list of equipment that requires consent prior to transfer. The Juniper equipment requires consent to transfer the software that is part of the equipment.

Manufacturer	Make	Model #	AMIS (Asset Tag)	Serial #
Juniper		J6350	1204738	JN111760FADB PO#4500030466 PurchaseDate: 1/16/2009
Juniper		J6350	1231590	JN111760FADB PO# 4500031473 PurchaseDate: 05/06/2009
MRV		LX-4008T- 101AC	1230032	00A09C-0112A1 PO#4500030942 Purchase Date: 03/05/2009

Section 3.6(a)(i)

Material Contracts

(A) Employment Contracts:

1. Agreement for Professional Services between AOL and Haidy Beshara (Consultant) dated as of January 21, 2005, as amended, including the following:
 - Schedule No. 2 Dated January 24, 2006
 - Schedule No. 3 Dated January 24, 2007
 - Schedule No. 4 Dated January 24, 2008
 - Amendment to Schedule No. 4 effective as of January 25, 2009
 - Schedule Amendment 2 for Extension of Time and Additional Funds dated January 22, 2010 to Schedule Number 4 Effective January 25, 2008.
2. Agreement for Professional Services between AOL and Data Specialists, Inc. (Consultant) dated as of October 1, 2004, as amended, including the following:
 - Third Amendment to Schedule No. 3 dated as of March 27, 2009
 - Statement of Work Amendment No. 4 for Extension of Time dated as of September 22, 2009.
3. Agreement for Professional Services between AOL and iVentster, Inc. (Consultant) dated as of July 10, 2007, as amended, including Schedule Amendment No. 4 for Extension of Time and Additional Funds dated January 7, 2010.
4. Agreement for Professional Services between AOL and United Sample, Inc. (Consultant) dated as of June 26, 2008, as amended, including Schedule Amendment No. 3 for Extension of Time Inc. dated November 12, 2009.

Section 3.6(a)(iii)

Material Contracts

Client	2009 Revenue
Millward Brown	\$1,673,017
MARC	\$617,324
Invoke	\$392,176
Morpace	\$248,701
Mktg Inc	\$239,060
Bellomy Research	\$189,347
Lightspeed	\$121,570
DSI	\$115,397
Medallia	\$110,457
Peanut Labs	\$65,154
Directions	\$64,967
Brand Informatics	\$52,985
CMI	\$47,840
Online Communications	\$44,125
Decision Analyst	\$42,778
Phoenix Marketing	\$36,264
HBO	\$32,400
SPSS	\$31,352
Communispace	\$29,640
Harris	\$27,830

Section 3.6(a)(iv)

Material Contracts

NONE

Section 3.6(a)(ix)

Material Contracts

NONE

Section 3.6(a)(x)

Material Contracts

1. U.S. Patent No. 6,999,987, "Screening and Survey Selection System and Method of Operating the Same," issued February 14, 2006 (the "DMS Patent"), is subject to an Intellectual Property Cross License Agreement between AOL and Time Warner Inc. dated November 16, 2009.
2. The DMS Patent is subject to the terms of a Patent Cross License Agreement between International Business Machines Corporation and Time Warner, Inc. dated January 1, 2007.
3. The DMS Patent is subject to the terms of a Intellectual Property Cross License Agreement between AOL Inc. and Time Warner Inc. dated November 16, 2009.
4. See Section 3.16(g) of this Company Disclosure Schedule.
5. The equipment listed in Item 2 of Section 3.5 hereof that is manufactured by Juniper contains software the license to which restricts the transfer of such equipment.

Section 3.6(a)(xii)

Material Contracts

The Company's Amended and Restated Certificate of Incorporation and Bylaws require the Company to indemnify its officers and directors and any person who is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, as set forth therein.

Section 3.8

Financial Statements

(i) Internal and Unaudited Statement of Operations:

DMS Pro-Forma P&L				
<i>(\$000's)</i>	2007A	2008A	2009A	2010E
Revenue¹:				
Total Revenue	\$4,854	\$4,918	\$4,370	\$4,490
Expenses²:				
Cost of Revenue	1,629	1,625	1,304	1,350
Marketing	370	161	394	200
General & Administrative	419	305	298	300
Personnel	1,781	1,736	1,796	1,825
Depreciation	123	139	117	117
Bad Debt	(33)	(91)	9	9
Total Expenses	4,289	3,874	3,919	3,802
Addback Depreciation	123	139	117	117
OIBDA⁴	\$688	\$1,183	\$569	\$805
Adjustments³:				
Gratuities for Internal AOL	(48)	(12)	(35)	0
Estimated Promo Expense	337	360	318	343
Pro-Forma OIBDA	\$399	\$835	\$286	\$462
Headcount				
Full-time	14	15	15	15
Part-time	1	1	1	1
Total Headcount	15	16	16	16

Notes:

1. Only includes revenue generated from the external DMS business.
2. Only includes expenses associated with the external DMS business. For expense line items where the distinction between internal and external were not clear, expenses were allocated to the external business based on the nature of the work performed by the vendor for DMS.
3. Estimated incremental expenses related to services received from AOL (preliminary and subject to change).
4. Does not include bonus or stock compensation and allocations from corporate

(ii) Statement of Assets and Liabilities:

Digital Marketing Services Business of AOL Inc.				
Statements of Assets to be Acquired and Liabilities to be Assumed				
(Unaudited)				
		April 30, 2010		March 31, 2010
Assets				
Accounts receivable, less allowances of \$25,070 and \$15,104		1,329,272		1,273,459
Property and equipment, net		37,660		39,467
Total assets to be acquired	\$	1,366,932	\$	1,312,926
Liabilities				
Accrued expenses		142,309		111,371
Total liabilities to be assumed	\$	142,309	\$	111,371

Statement of Operations:

DMS P&L				
APRIL 2010				
(Internal and Unaudited)				
	Jan Act	Feb Act	Mar Act	Apr Act
(\$000's)				
Revenue¹				
Advertising Revenue	221	432	422	275
Other Revenue	0	0	0	0
Total Revenue	221	432	422	275
Cost of Revenue	71	111	109	82
Marketing	22	22	23	127
General & Administrative				
Consulting & Temp Labor	1	0	(0)	0
Travel & Entertainment	1	2	2	9
Training	0	0	0	0
Office Related	0	0	1	13
Other G&A	2	1	2	4
Facilities & IC Allocations	14	14	9	9
Total General & Administrative	18	18	14	35

Personnel				
Salaries	95	95	93	94
Payroll Taxes	14	8	10	7
Benefits & HR Allocations	8	8	9	9
Total Personnel	117	111	112	110
Bad Debt	5	0	2	(7)
Depreciation	7	7	7	7
Intangible Amortization	0	0	0	0
Special Charges	0	0	0	0
Total Expenses²	240	269	267	354
Addback	7	7	7	7
OIBDA	(\$12)	\$170	\$162	(\$72)
Adjustments³:				
Estimated Promo Expense	29	29	29	29
Pro-forma OIBDA	(\$42)	\$141	\$133	(\$101)
Headcount:				
Full-time	11	11	11	11
Part-time	0	0	0	0
Intern	1	1	0	0
Total Headcount	12	12	11	11

Notes:

1. Only includes revenue generated from the external DMS business.
2. Only includes expenses associated with the external DMS business. For expense line items where the distinction between internal and external were not clear, expenses were allocated to the external business based on the nature of the work performed by the vendor for DMS. Does not include bonus or stock compensation and allocations from corporate.
3. Estimated incremental expenses related to services received from AOL (preliminary and subject to change).

Section 3.10

No Undisclosed Liabilities; No Indebtedness

NONE

Section 3.12(a)

Employee Benefits

1. AOL Inc. Consolidated Health and Welfare Plan.
2. AOL Savings Plan.
3. AOL Inc. Annual Bonus Plan.
4. AOL Inc. 2010 Stock Incentive Plan.
5. Hyatt Legal Services Plan.
6. Various voluntary group discount arrangements.

Section 3.13(a)

Employee Benefits

(i) Directors and Officers of the Company:

Directors:

1. Minson, Arthur
2. Ragsdale, Kami

Officers:

1. Atkins, Damien (Assistant Secretary)
2. Cockrell, Ervin Scott (Tax Vice President)
3. Harmon, David (Human Resources Vice President)
4. Horne, Douglas E. (Controller & Assistant Treasurer, Vice President)
5. Howson, Michael (Assistant Secretary)
6. Jacobs, Julie (Assistant Secretary)
7. Miller, Chuck (Vice President)
8. Minson, Arthur (President & Treasurer)
9. Nielsen, Alan (Facilities Vice President)
10. Parker, Ira H. (Vice President & Secretary)
11. Smith, David B. (Vice President)
12. Tulk, Erin (Assistant Secretary)
13. Wood, Teri (Vice President)

(ii) Current Employees and Consultants of the Company:

Current Employees:

1. Clark, Barrett A.
2. Courtright, Melanie D.
3. Crance, Frederick G.
4. Flora, Nicole L.
5. Hallock, Leigh L.
6. Johnson, Stephen
7. Lange, Keith
8. Miller, Charles A.
9. Pleasant, Toreze L.
10. Sharum, Robert P.
11. Shaw, Edwin F.

Current Consultants:

1. Beshara, Haidy

2. Smith, Jeremy
3. Broussard, Ross
4. Data Specialists, Inc.
5. iVentster, Inc.
6. United Sample, Inc.

Section 3.14(a)

Title to Properties, Rights and Assets; Leases

See Item 2 on Section 3.5 hereof.

Section 3.16(a)(i)

Intellectual Property

Patents:

U.S. Patent No. 6,999,987, "Screening and Survey Selection System and Method of Operating the Same," issued February 14, 2006.

U.S. Patent Application No. 11/926,751, "Survey Respondent Recruitment," filed October 29, 2007

Trademarks:

Country	Trademark	Status	Appln Number	Filing Date	Reg Number	Reg Date	Class	Owner
Australia	OPINION PLACE	Registered	780174	12/3/1998	780174	12/3/1998	35 Int.	Digital Marketing Services, Inc.
Brazil	OPINION PLACE	Registered	821246445	12/4/1998	821246445	11/23/2001	XX 38.10	Digital Marketing Services, Inc.
Canada	OPINION PLACE	Registered	898104	12/1/1998	TMA590230	9/18/2003	35 Int.	Digital Marketing Services, Inc.
China (People's Republic)	OPINION PLACE	Registered	75/498005	8/6/1998	1424691	7/21/2000	35 Int.	Digital Marketing Services, Inc.
European Community	OPINION PLACE	Registered	1006972	12/4/1998	1006972	7/17/2000	35 Int.	Digital Marketing Services, Inc.
Japan	OPINION PLACE	Registered	102666/98	12/2/1998	4395503	6/30/2000	35 Int.	Digital Marketing Services, Inc.
Mexico	OPINION PLACE	Registered	357024	12/8/1998	619418	12/8/1998	35 Int.	Digital Marketing Services, Inc.
United Kingdom	OPINION PLACE	Registered	2183857	12/7/1998	2183857	8/6/1999	35 Int.	Digital Marketing Services, Inc.
United States of America	OPINION PLACE	Registered	75/498005	6/8/1998	2667488	12/31/2002	35 Int.	Digital Marketing Services, Inc.
United States of America	RIVER SAMPLE	Allowed	77/321564	11/5/2007			35 Int.	Digital Marketing Services, Inc.
United States of America	SURVEY SPREE	Registered	76/501346	3/25/2003	2864421	7/20/2004	35 Int.	Digital Marketing Services, Inc.
United States of America	The Suite Solution - River, Panel, Results.	Registered	78/933476	7/20/2006	3239821	5/8/2007	35 Int.	Digital Marketing Services, Inc.

United States of America	Tu Opinion Latina	Common Law	N/A	N/A	N/A	N/A	N/A	Digital Marketing Services, Inc.
United States of America	Understanding Your World	Common Law	N/A	N/A	N/A	N/A	N/A	Digital Marketing Services, Inc.
United States of America	DMS Insights	Common Law	N/A	N/A	N/A	N/A	N/A	Digital Marketing Services, Inc.

Domain Names:

Domain Name	TLD	Registration Date	Expiration Date	Registrant Name	DNS 1	DNS 2	DNS 3	DNS 4
aboutdms.com	gTLD	7/21/1999	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
aboutdms.net	gTLD	7/21/1999	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
aboutdms.org	gTLD	7/21/1999	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
digitalmarketingse rvices.com	gTLD	1/21/2010	1/29/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
digitalmkt srvcs.com	gTLD	1/21/2010	1/8/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
digitalmkt srvcs.net	gTLD	1/21/2010	3/20/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
digitalmkt srvcs.org	gTLD	3/20/2000	3/20/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
dmsdallas.com	gTLD	7/28/2009	1/17/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsdallas.net	gTLD	7/28/2009	3/20/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
dmsdallas.org	gTLD	3/20/2000	3/20/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
dmshq.com	gTLD	7/28/2009	4/21/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
dmsinsights.com	gTLD	6/10/2009	6/10/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
dmslandscape.com	gTLD	7/28/2009	11/8/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmslandscape.net	gTLD	7/28/2009	11/8/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmslandscape.org	gTLD	11/8/2000	11/8/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsopinionplace.com	gTLD	7/28/2009	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsopinionplace.net	gTLD	7/28/2009	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsopinionplace.org	gTLD	7/21/1999	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		

dmsrealtime.com	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dms-realtime.com	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsreal-time.com	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsrealtime.net	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dms-realtime.net	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsreal-time.net	gTLD	7/28/2009	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsrealtime.org	gTLD	2/29/2000	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dms-realtime.org	gTLD	2/29/2000	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsreal-time.org	gTLD	2/29/2000	3/1/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dms-research.com	gTLD	7/28/2009	11/16/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
dmsresearch.net	gTLD	7/28/2009	10/26/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
dmsresearch.org	gTLD	10/26/2004	10/26/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
dmsrewards.com	gTLD	7/28/2009	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsrewards.net	gTLD	7/28/2009	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmsrewards.org	gTLD	7/21/1999	7/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
dmssamples.com	gTLD	7/28/2009	9/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
dms-samples.com	gTLD	7/28/2009	9/21/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
opinionplace.biz	gTLD	10/23/2009	10/22/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
opinionplace.ca ¹	Canada	1/26/2010	1/26/2011	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com	dns-06.ns.aol.com	dns-07.ns.aol.com
opinionplace.com	gTLD	10/29/2009	3/17/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		

opinionplace.net	gTLD	2/28/2010	10/30/2011	Digital Marketing Services, Inc.	a4.nstld.com	f4.nstld.com	g4.nstld.com	l4.nstld.com
opinionplace.org	gTLD	6/19/2000	6/19/2010	Digital Marketing Services, Inc.	dns-01.ns.aol.com	dns-02.ns.aol.com		
surveyspree.com	gTLD	1/21/2010	1/28/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
surveyspree.net	gTLD	1/21/2010	1/28/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
surveyspree.org	gTLD	1/28/2003	1/28/2011	Digital Marketing Services, Inc.	dns-03.ns.aol.com	dns-04.ns.aol.com		
tuopinionlatina.com	gTLD			Digital Marketing Services, Inc.				

1. Canadian domain name opinionplace.ca may take longer to reflect Digital Marketing Services, Inc. as the registrant due to local presence requirements.

Section 3.16(a)(ii)

Intellectual Property

Company Products:

Component	Short Description
Campaign Intell	Application suite to insert a beacon into an online ad, track exposures, and administer surveys to exposed respondents
Chili	Interview engine to administer online surveys
Chef	Survey management tool that accompanies Chili
dm_optout	DreamMail optout script
Continuous Integration Server	CI server that uses CruiseControl for rails apps
Build host	Shell scripts to pull builds from subversion, build them using appropriate tools, and push to the destination server (where applicable)
Jump Pages (current)	Web pages to redirect inbound respondents to the correct survey
Jump Pages (in development)	Web pages to redirect inbound respondents to the correct survey
Ad Feedback (current)	Site for people to provide feedback for AOL ads
Ad Feedback (in development)	Site for people to provide feedback for AOL ads
Member Lookup Tool	Site for member services to handle Opinion Place customer service needs
Traxis	Site for operations staff to manage survey projects details
DMS::RL_Utils	Perl module for form handling and formatting. Used by perl sites (traxis, member lookup)
SurveyBuilder	WebObjects application for programming online surveys
chilireport	Perl scripts for system health and stats
dataview	PHP and Perl web pages and scripts for online data reporting tool
formatdata	Perl scripts for creating data deliverables
incidence	PHP and Perl web pages and scripts for online study activity reporting tool
studyreport	Perl scripts for study health and stats
xm_sirius	Ruby scripts for creating emails
DMS Profile	Panel management application

Section 3.16(c)

Intellectual Property

1. The DMS Patent is subject to the terms of a Patent Cross License Agreement between International Business Machines Corporation and Time Warner, Inc.
2. The DMS Patent is subject to an Intellectual Property Cross License Agreement between AOL and Time Warner Inc. dated November 16, 2009.

Section 3.16(g)

Intellectual Property

Open Source Software Licenses:

Component	Version	License	License Source (URL)	Short Description of Use of Code	Application	Modified ?
activerecord-sybase_adapter gem	1.0.0.9250	MIT	http://www.opensource.org/licenses/mit-license.php	Rails interface for sybct-ruby	Chef	Yes
ANTLR	2.7.2	None/Public Domain	http://www.antlr2.org/license.html	Java library dependency	Chili	No
Apache	2.2	Apache 2.0	http://httpd.apache.org/docs/2.2/license.html	Web Server	Chili, Chef	No
Apache	2.0.63	Apache 2.0	http://httpd.apache.org/docs/2.0/license.html	Web Server	Campaign Intell	No
Apache Commons beanutils	1.7.0	Apache 2.0	http://commons.apache.org/beanutils/license.html	Java library dependency	Chili	No
Apache Commons chain	1.1	Apache 2.0	http://commons.apache.org/chain/license.html	Java library dependency	Chili	No
Apache Commons collections	3.2	Apache 2.0	http://commons.apache.org/collections/license.html	Java library dependency	Chili	No
Apache Commons digester	1.6	Apache 2.0	http://commons.apache.org/digester/license.html	Java library dependency	Chili	No
Apache Commons fileupload	1.1.1	Apache 2.0	http://commons.apache.org/fileupload/license.html	Java library dependency	Chili	No
Apache Commons IO	1.1	Apache 2.0	http://commons.apache.org/io/license.html	Java library dependency	Chili	No
Apache Commons logging	1.04	Apache 2.0	http://commons.apache.org/logging/license.html	Java library dependency	Chili	No
Apache Commons validator	1.3.0	Apache 2.0	http://commons.apache.org/validator/license.html	Java library dependency	Chili	No
archive-tar-minitar gem	0.5.2	GPL2, Ruby	http://www.gnu.org/licenses/old-licenses/gpl-2.0.html , http://www.ruby-lang.org/en/LICENSE.txt	Ruby library for archive packing/unpacking	Campaign Intell	No
ASM	1.5.3		http://asm.ow2.org/license.html	Java library dependency	Chili	No

calendar_date_select gem	1.15	MIT	http://www.opensource.org/licenses/mit-license.php	Ruby library for Rails calendar UI elements	Campaign Intell	No
CentOS	5.2			Operating System for web and application servers	Campaign Intell	No
CGLIB	2.1.3	Apache 2.0	http://www.apache.org/licenses/LICENSE-2.0	Java library dependency	Chili	No
crypt gem (Blowfish)	1.1.4	on file	see licenses/LICENSE-crypt_gem.txt	Ruby Library for encryption	Chef	No
Dom4j	1.6.1	on file	see licenses/LICENSE-dom4j.txt	Java XML, Xpath and XSLT library	Chili	No
exception_notification gem	1.0.20090728	MIT	http://www.opensource.org/licenses/mit-license.php	Ruby library for exception logging and notifications	Campaign Intell	No
fastercsv gem	1.4.0	GPL2, Ruby	http://www.gnu.org/licenses/old-licenses/gpl-2.0.html , http://www.ruby-lang.org/en/LICENSE.txt	Ruby library for parsing CSV	Chef	No
flot	0.6	MIT	http://www.opensource.org/licenses/mit-license.txt	JavaScript graphing package	Campaign Intell	No
haml gem	2.2.12	on file	see licenses/LICENSE-haml.txt	Ruby library for UI element composition	Campaign Intell	No
Hibernate	3.2.6	LGPL 2.1	http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html	Java ORM	Chili	No
hpricot gem	0.6.164	on file	see licenses/LICENSE-hpricot.txt	Ruby Library for parsing XML	Chef	No
ImageMagick	6.4.1		http://www.imagemagick.org/script/license.php	C library for image manipulation	Chef	No
Jakarta BSF	2.3.0	Apache 2.0	http://www.apache.org/licenses/LICENSE-2.0	Java library dependency	Chili	No
Jakarta ORO	2.0.8	Apache 2.0	http://svn.apache.org/repos/asf/jakarta/oro/trunk/LICENSE	Java library dependency	Chili	No
JDK	1.5.0		http://java.sun.com/j2se/1.5.0/jdk-1_5_0_22-license.txt , http://java.sun.com/j2se/1.5.0/j2se-1_5_0-thirdpartyreadme.txt	Programming language and runtime	Chili	No

JDK	1.6.0_12		http://java.sun.com/javase/6/jdk-6u20-license.txt , http://java.sun.com/javase/6/javase-6-thirdpartyreadme.txt	Programming language and runtime	Campaign Intell	No
json gem	1.1.3	Ruby	http://www.ruby-lang.org/en/LICENSE.txt	Ruby library for parsing JSON	Campaign Intell	No
jTDS	1.2	LGPL	http://www.gnu.org/copyleft/lesser.html	JDBC library for connecting to Sybase database	Chili	No
jUnit	4	on file	see licenses/LICENSE-junit.txt	Java unit testing library	Chili	No
jYaml	1.3	on file	see licenses/LICENSE-jyaml.txt	Java YAML library	Campaign Intell	No
Log4j	1.2.15	Apache 2.0	http://logging.apache.org/log4j/1.2/license.html	Java library for logging	Chili	No
Mongrel	1.1.3	on file	see licenses/LICENSE-mongrel.txt	HTTP server used to proxy Rails	Chef	No
MySQL	5.1.23	GPL2	http://www.gnu.org/licenses/old-licenses/gpl-2.0.html	MySQL database	Campaign Intell	No
MySQL client	5.0.51b	GPL2	http://www.gnu.org/licenses/old-licenses/gpl-2.0.html	MySQL database client libraries	Campaign Intell	No
mysql gem	2.7	Ruby	http://www.ruby-lang.org/en/LICENSE.txt	Ruby library MySQL client interface	Campaign Intell	No
Rails	2.3.4	MIT	http://www.opensource.org/licenses/mit-license.php	Ruby web framework	Campaign Intell	No
Rails	2.2.2	MIT	http://www.opensource.org/licenses/mit-license.php	Ruby web framework	Chef	No
rbtree gem	0.2.0	MIT	http://www.opensource.org/licenses/mit-license.php	Ruby library for red-black binary tree	Chef	No
Red Hat Enterprise Linux	4	GPL	http://www.redhat.com/licenses/gpl.html	Operating System for web and application servers	Chili, Chef	No

rmagick gem	2.3.0	on file	see licenses/LICENSE-rmagick.txt	Ruby interface for ImageMagick	Chef	No
Ruby	1.8.6	Ruby	http://www.ruby-lang.org/en/LICENSE.txt	Programming language	Chef	No
Ruby	1.8.7	Ruby	http://www.ruby-lang.org/en/LICENSE.txt	Programming language and interpreter	Campaign Intell	No
Struts	1.3.4	Apache 2.0	http://struts.apache.org/1.x/license.html	Java web application framework	Chili	No
Struts	2	Apache 2.0	http://www.apache.org/licenses/LICENSE-2.0	Java web application framework	Chili	No
sybase-ctlib	0.2.11	Ruby	http://www.ruby-lang.org/en/LICENSE.txt	Ruby interface to Sybase client library	Chili	No
Tomcat	5.5.20	Apache 2.0	http://www.apache.org/licenses/LICENSE-2.0	Java application server	Chef	No
Tomcat	6.0.18	Apache 2.0	http://www.apache.org/licenses/LICENSE-2.0	Java application server	Chef	No
aolserver	3.5.10	Mozilla	http://aolserver.com/license/	front door site platform	opselect.com, ad and search feedback, jump pages	No
aolserver	4.0	Mozilla	http://aolserver.com/license/	front door site platform	Opinionplace.com, tuopinionlatina.com	No
TCL	8.5.16	BSD	http://www.tcl.tk/software/tcltk/license.html	scripting language for aolserver 3.5.10	Opinionplace.com, tuopinionlatina.com	No
TCL	8.4.16	BSD	http://www.tcl.tk/software/tcltk/license.html	scripting language for aolserver 4.0	opselect.com, ad and search feedback, jump pages	No
tcllib	1.7	BSD	http://www.tcl.tk/software/tcltk/license.html	utility libraries for Tcl	Opinionplace.com, tuopinionlatina.com	No

tcllib	1.1	BSD	http://www.tcl.tk/software/tcltk/license.html	utility libraries for Tcl	opselect.com, ad and search feedback	No
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Section 3.17

Accounts Receivable Aging

DMS Credit Memo Provision	\$(6,114.47)
DMS System Unbilled Revenue	\$56,982.07
Accounts Receivable	\$873,001.65
Unbilled Revenue	\$64,693.65
AR Reserve	\$15,104.29
	\$1,273,458.61

Section 3.18

Insurance

Policy	Insurance Company	Effective Date	Limit	Deductible	Coverage
Automobile Liability and Physical Damage Insurance	Liberty Mutual	12/9/09 -12/9/10	\$1,000,000	None \$1,000 for collision claims	Third party claims arising from the use of a Company owned or leased auto. Hired and Non-Owned Auto liability included. Note: Mapquest does not own or lease any autos.
Commercial General Liability	Liberty Mutual	12/9/09 -12/9/10	\$1,000,000 Occurrence \$2,000,000 Aggregate	None	Third party claims alleging bodily injury or property damage.
Crime Insurance	Zurich Hartford/Chubb	12/9/09 – 12/9/10	\$25,000,000	\$2,500,000	Losses caused by employee theft.
Directors & Officers Liability	Chubb and various Excess insurers	12/9/09 – 12/9/10	\$125,000,000	\$5,000,000	Claims made against Directors and Officers of the Company for any alleged wrongful act committed in their respective capacities as Directors & Officers for the company.
Employment Practices Liability	Max Re	12/9/09 – 12/9/10	\$25,000,000	\$2,500,000	Claims alleging wrongful termination, harassment or discrimination.
Errors & Omissions/Employed Lawyers Professional Liability	Ace/Beazley	12/9/09 – 12/9/10	\$30,000,000	\$10,000,000	Allegations of breach or privacy, libel, slander, infringement of copyright, plagiarism, unauthorized use of names and trademarks, breach of implied contract and failure to give credit. Employed Lawyers policy covers wrongful acts/errors and omissions by an AOL employed lawyer.
Excess/Umbrella Liability	Liberty Mutual	12/9/09 -12/9/10	\$100,000,000	None	Losses exceeding the limits of the primary general and auto liability insurance.
Fiduciary Liability	Chartis, Travelers and C N A	12/9/09 -12/9/10	\$35,000,000	\$50,000	Any breach of the responsibilities by the ERISA Act upon fiduciaries of an investment plan.
Foreign General, Automobile and Employers Liability	Ace	12/9/09 -12/9/10	\$1,000,000 per occurrence \$2,000,000 aggregate	None	Third party claims of bodily injury or property damage arising from the Company's operations outside the US, Canada or Puerto. Certain countries may require a locally admitted policy.

Policy	Insurance Company	Effective Date	Limit	Deductible	Coverage
Foreign Workers Compensation	Ace	12/9/09 – 12/9/10	Statutory	None	Work related injuries to employees outside the U.S. Certain countries may require a locally admitted policy.
Hired and Non-Owned Aviation	Arch	12/9/09-12/9/10	\$100,000,000	None	Third party liability arising from the use of a chartered or non-owned aircraft.
Pollution Liability	Chartis	12/9/09-12/9/10	\$1,000,000 occurrence \$3,000,000 aggregate	\$100,000	AOL owned above ground and underground storage tanks as well as pollution legal liability.
Property Insurance (Worldwide)	FM Global	4/1/10 -4/1/11	\$1,183,776,982 Limit for Property Damage \$500,000,000 Limit for Business Interruption Claims Sub-limits for various other coverages	\$25,000 Property Damage 12 hour waiting period for BI claims Various (higher) retentions for earthquake and windstorm	All risk of physical loss or damage to property owned by AOL and its divisions. Non-owned property for which AOL is contractually responsible. Coverage for Boilers and Machinery is also included. Some countries may require locally admitted policies.
Workers Compensation and Employers Liability	Liberty Mutual	12/9/09 – 12/9/10	Statutory Work Comp Employers Liability \$1,000,000	None	Work related injuries to all AOL employees.

Section 3.20

Interested Party Transactions

NONE