

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Spafinder, Inc.	10/01/2010
RECEIVING PARTY DATA	
Name:	GRAMERCYONE, LLC
Street Address:	257 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12250892
Application Number:	12250838
Application Number:	12760122
PCT Number:	US0960631
CORRESPONDENCE DATA	
Fax Number:	(202)778-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2024192055
Email:	sloftis@hunton.com
Correspondent Name:	HUNTON & WILLIAMS LLP INTELLECTUAL PROPE
Address Line 1:	1900 K STREET, N.W.
Address Line 2:	SUITE 1200
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20006-1109
ATTORNEY DOCKET NUMBER:	73840.000002
NAME OF SUBMITTER:	George Y. Wang

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PATENT
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Total Attachments: 9

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ASSIGNMENT OF U.S. PATENTS AND PATENT APPLICATIONS

WHEREAS, **SPAFINDER, INC.** a corporation organized under the laws of the State of Maryland and having a place of business located at 257 Park Avenue South, New York, NY 10010 (hereinafter "ASSIGNOR"), owns rights in the United States patents and patent applications described on the attached **Exhibit A** (hereinafter the "Patents");

AND, WHEREAS, **GRAMERCYONE, LLC**, a limited liability company organized under the laws of the State of Delaware, and having a place of business located at 257 Park Avenue South, New York, NY 10010 (hereinafter "ASSIGNEE"), is desirous of acquiring the rights in ASSIGNOR's Patents pursuant to a Contribution Agreement by and among Assignor and Assignee dated October 1, 2010 (the "**Contribution Agreement**");

NOW, THEREFORE, for the consideration identified in the Contribution Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, its entire right, title and interest (in and throughout the United States of America, including its territories and dependencies, and in all foreign countries) in the Patents, further including any provisionals upon which the Patents are based, further including any divisionals, renewals, substitutes, continuations, continuation-in-parts, reexaminations and reissue applications, based in whole or in part on the Patents, further including any foreign applications, including international and regional applications, based in whole or in part on the Patents, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the Patents; the aforementioned assignment from ASSIGNOR to ASSIGNEE includes all rights to enforce any enforceable rights under said patents or applications, including the right to any relief in equity or at law, including the right to any past damages and any future damages;

AND ASSIGNOR hereby agrees for itself to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced applications or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several Patents or any of them;

AND ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

SPAFINDER, INC.

October 1, 2010
Date

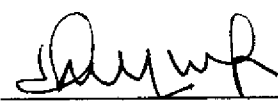
By: 
Name: NEIL KUNCANSON
Title: Chief Admin Officer

EXHIBIT A

U.S. Application Serial No. 12/250,892, entitled "System and Method for Providing Web Based Management Solutions," filed October 14, 2008, published as U.S. Publication No. 2010/0094680 on April 15, 2010;

U.S. Application Serial No. 12/250,838, entitled "System and Method for Providing Transaction-Based Profit Solutions," filed October 14, 2008, published as U.S. Publication No. 2010/0094739 on April, 15 2010;

International Application No. PCT/US09/60631, entitled "System and Method for Providing Web-Based Management Solutions," filed October 14, 2009, having a priority date of October 14, 2008; and

U.S. Application Serial No. 12/760,122, entitled "System and Method for Providing Web-Based Management Solutions," filed April 14, 2010, published as U.S. Publication No. 2010/0191569 on July 29, 2010

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), effective as of the 1st day of October, 2010 (the "Effective Date"), is by and between SpaFinder, Inc., a Maryland corporation (the "Contributor") and GramercyOne, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Contributor is a signatory to that certain Limited Liability Company Agreement of the Company, of even date herewith, by and among the Contributor and the Company's other Members (the "Operating Agreement"); and

WHEREAS, the Contributor desires to contribute to the Company those certain assets set forth on Exhibit A attached hereto and made a part hereof (the "Assets") in exchange for (i) the issuance to the Contributor of 100% of the Class A Membership Interests in the Company and 76.815% of the Class B Membership Interests in the Company; and (ii) the assumption by the Company of the liabilities set forth on Exhibit B attached hereto and made a part hereof (the "Liabilities"); and

WHEREAS, the Contributor and the Company have agreed to enter into this Agreement to reflect their mutual agreement with respect to such contribution, exchange and assumption;

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

1. **Recitals.** The foregoing recitals and statements are hereby made a part of this Agreement.

2. **Contribution to the Company.** Subject to the terms and conditions hereof, upon the execution and delivery of this Agreement, the Contributor shall contribute the Assets to the Company, and the Company shall assume the Liabilities.

3. **Issuance of Class A Membership Interests.** Subject to the terms and conditions hereof, upon execution and delivery of this Agreement and upon the execution by the Contributor of a counterpart signature page to the Operating Agreement, the Company shall issue 100% of its Class A Membership Interests to the Contributor, which interests shall provide the Contributor with all of the rights and obligations of a holder of Class A Membership Interests of the Company as set forth in the Operating Agreement.

4. **Issuance of Class B Membership Interests.** Subject to the terms and conditions hereof, upon execution and delivery of this Agreement and upon the execution by the Contributor of a counterpart signature page to the Operating Agreement, the Company shall issue 76.815% of its Class B Membership Interests to the Contributor,

which interests shall provide the Contributor with all of the rights and obligations of a holder of Class B Membership Interests of the Company as set forth in the Operating Agreement.

5. Representations and Warranties of the Contributor. The Contributor hereby represents and warrants to the Company that (a) the Contributor is the legal and beneficial owner of the Assets, with all rights, title and interest therein, free and clear of all liens, encumbrances, security interests, claims, pledges, and other charges thereon of any kind; (b) the Contributor has the full legal power to assign, transfer and deliver such rights, title and interest in the Assets to the Company in accordance with the terms and provisions of this Agreement, free and clear of all liens, encumbrances, security interests, claims, pledges or charges thereon of any kind; (c) this Agreement and the performance by the Contributor of the transactions contemplated hereby, including the transfer of the Assets, have been duly authorized by all necessary corporate action on the part of the Contributor, (d) this Agreement has been validly executed by the Contributor and constitutes a valid and binding obligation of the Contributor, enforceable in accordance with its terms; (e) neither the execution nor delivery of this Agreement by the Contributor, nor the performance by the Contributor of the transactions contemplated hereby, including the transfer of the Assets, materially conflicts with, or constitutes a material breach of, or material default under, (i) the charter or Bylaws of the Contributor, (ii) to the best of the Contributor's knowledge, any applicable law or any applicable rule, judgment, order, writ, injunction or decree of any court in effect at the date of this Agreement or (iii) any material agreement, indenture, contract or instrument to which the Contributor is a party or by which the Contributor is bound; and (e) no consent or approval of any person, entity or governmental authority is required in connection with the execution and delivery by the Contributor of this Agreement or for the consummation by the Contributor of the transactions contemplated hereby, including the transfer of the Assets. The representations and warranties contained in this Section 5 shall survive the execution and delivery of this Agreement.

6. Representations and Warranties of the Company. The Company hereby represents and warrants to the Contributor that (a) the Company has the full legal power to accept the transfer of the Assets and to assume the Liabilities in accordance with the terms and provisions of this Agreement, (b) this Agreement has been validly executed by the Company and constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms; (c) this Agreement and the performance by the Company of the transactions contemplated hereby, including the acceptance of the transfer of the Assets, the assumption of the Liabilities and the issuance of its membership interests, have been duly authorized by all necessary limited liability company action on the part of the Company, (d) neither the execution nor delivery of this Agreement by the Company, nor the performance by the Company of the transactions contemplated hereby, including the acceptance of the transfer of the Assets, the assumption of the Liabilities and the issuance of the Company's membership interests, materially conflicts with, or constitutes a material breach of, or material default under, (i) the Certificate of Formation of the Company or the Operating Agreement, (ii) to the best knowledge of the Board of Managers of the Company, any applicable law or any

applicable rule, judgment, order, writ, injunction or decree of any court in effect at the date of this Agreement; or (iii) any agreement, indenture, contract or instrument to which the Company or any of its members is a party or by which any of them is bound; and (e) no consent or approval of any person, entity or governmental authority is required in connection with the execution and delivery by the Company of this Agreement or for the consummation by the Company of the transactions contemplated hereby, including the acceptance of the transfer of the Assets, the assumption of the Liabilities and the issuance of the Company's membership interests. The representations and warranties contained in this Section 6 shall survive the execution and delivery of this Agreement.

7. **Intellectual Property and Similar Rights.** All United States and foreign patents and patent applications, trademark and service mark registrations and applications, internet domain name registrations and applications and copyright registrations and applications owned or licensed by or to the Contributor included among the Assets are listed on Exhibit C attached hereto and made a part hereof (the "Intangibles"). To the Contributor's knowledge, the Contributor owns or possesses adequate and enforceable rights (i) to use the Intangibles with no infringement by the Contributor of the asserted rights of others, and (ii) to sublicense Contributor's right to use the same in accordance with its license agreements; provided, however, that the Contributor shall not be required to pay any additional license fee to sublicense such right to the Company unless the Company pays such additional license fee, and provided further that in the event such right cannot be sublicensed or assigned, the Contributor shall use its best efforts to provide the Company with the benefit of such right. Except as set forth on Exhibit C to the Contributor's knowledge, there is no infringement by any party whatsoever of any of such Intangibles. The Contributor possesses all rights, licenses or other authority to use all Intangibles, and the Contributor has not granted any outstanding licenses or other rights to any of the Intangibles, nor is the Contributor under any obligation to grant the same, except in the ordinary course of its business.

8. **Indemnification.**

(a) The Contributor covenants and agrees to indemnify the Company and any and all of its officers, directors, members, partners, agents, employees and affiliates, as the case may be (each, a "Company Indemnitee") and hold it and them harmless against and with respect to any and all damage, loss, liability, deficiency, cost and expense resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of the Contributor under this Agreement.

(b) The Company covenants and agrees to indemnify the Contributor and any and all of its officers, directors, members, partners, agents, employees and affiliates, as the case may be (each, a "Contributor Indemnitee") and hold it and them harmless against and with respect to any and all damage, loss, liability, deficiency, cost and expense resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of the Company under this Agreement.

(c) As used in this subparagraph 8(c) and in subparagraphs 8(d) and 8(e) below, the term "Indemnatee" shall mean the Company Indemnatee or the Contributor Indemnatee, whichever is appropriate in the context. To obtain indemnification under this Agreement, an Indemnatee shall submit to the entity from which indemnity is sought (the "Indemnitor") a written request, including therein or therewith such documentation and information as is reasonably available to the requesting Indemnatee and is reasonably necessary to determine whether and to what extent the requesting Indemnatee is entitled to indemnification. The requesting Indemnatee may submit one or more such requests from time to time and at such time(s) as the Indemnatee deems appropriate in its sole discretion. The officer of the Indemnitor receiving any such request from an Indemnatee shall, promptly upon receipt of such a request for indemnification, advise the Board of Managers or Board of Directors, as the case may be, of the Indemnitor in writing that the Indemnatee has requested indemnification.

(d) Upon written request by an Indemnatee for indemnification pursuant to subsection (c) above, a determination with respect to the requesting Indemnatee's entitlement thereto shall promptly be made in the specific case: (i) if a Change in Control of the Company (as defined in the Operating Agreement) or a comparable change in control of the Contributor shall have occurred, by independent counsel, in a written opinion to the Board of Managers or Board of Directors of the Indemnitor, a copy of which shall be delivered to the requesting Indemnatee, which independent counsel shall be selected by the requesting Indemnatee and approved by the Board of Managers or Board of Directors of the Indemnitor, which approval will not be unreasonably withheld or delayed; or (ii) if a change in control shall not have occurred, (A) by the Board of Managers or Board of Directors of the Indemnitor, by a majority vote of a quorum consisting of disinterested managers or directors, or (B) if there is not a quorum of disinterested managers or directors, by independent counsel, selected by the Board of Managers or Board of Directors of the Indemnitor, and approved by the requesting Indemnatee, which approval shall not be unreasonably withheld or delayed, in a written opinion to the Board of Managers or Board of Directors of the Indemnitor, a copy of which shall be delivered to the Indemnatee.

(e) If it is determined that the Indemnatee is entitled to indemnification, payment to the Indemnatee shall be made by the Indemnitor within ten (10) days after such determination. The Indemnatee shall cooperate with the person, persons or entity making such determination with respect to the Indemnatee's entitlement to indemnification, including providing to such person, persons or entity, upon reasonable advance request, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnatee and reasonably necessary to such determination in the discretion of the Board of Managers or Board of Directors of the Indemnitor or independent counsel if retained pursuant to clause (ii)(B) of subsection (d) above. Any expenses incurred by the requesting Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Indemnitor (irrespective of the determination as to the Indemnatee's entitlement to indemnification) and the Indemnitor shall indemnify and hold the Indemnatee harmless therefrom.

(f) The Indemnitor shall pay the reasonable fees and expenses of independent counsel, if one is appointed.

9. **Tax Treatment of Exchange.** The parties hereto intend that the contribution of the Assets to the Company, in exchange for the membership Interests in the Company shall constitute a contribution of property in exchange for interests in the Company within the meaning of Section 721 of the Internal Revenue Code of 1986, as amended.

10. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Maryland, without regard to principles of conflicts of law.

11. **Entire Agreement.** This Agreement, the Operating Agreement and the documents contemplated thereby constitute the entire agreement among the parties pertaining to the subject matter hereof, and may not be modified nor any provisions waived except by a writing signed by all of the parties hereto.

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

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be.

14. **Headings.** The headings of the Sections of this Agreement are inserted for convenience only and shall not by themselves determine the construction of this Agreement.

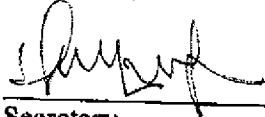
15. **Capitalized Terms.** All capitalized terms used in this Agreement shall have the same meaning as set forth in the Operating Agreement, unless otherwise noted.

16. **Contributed Assets and Liabilities.** In the event that any Assets or Liabilities are unintentionally omitted but were intended to be transferred, the parties agree to effectuate transfer as soon as is practicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their representatives thereunto duly authorized on this 1 day of October, 2010, to be effective as of the Effective Date.

ATTEST:

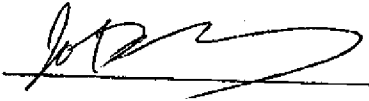


Secretary

SPAFINDER, INC.

By:  (SEAL)
CEO

WITNESS:



GRAMERCYONE, LLC

By:  (SEAL)
Manager

[Signature Page to Contribution Agreement]