

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TwoChop Inc.	06/05/2012
RECEIVING PARTY DATA	
Name:	AppAddictive, Inc.
Street Address:	122 West 26th Street
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13685239
CORRESPONDENCE DATA	
Fax Number:	7037707901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-770-7900
Email:	docket_ip@pillsburylaw.com, Margaret.Drosos@Pillsburylaw.com, Robin.Eschenbruecher@Pillsburylaw.com
Correspondent Name:	Pillsbury Winthrop Shaw Pittman, LLP (NV)
Address Line 1:	PO Box 10500
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	074208-0419339
NAME OF SUBMITTER:	D. Benjamin Esplin
Signature:	/D. Benjamin Esplin/

CH \$40.00 13685239

Date:

04/11/2013

**Total Attachments: 4**

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## BUSINESS SALE AGREEMENT

June 5, 2012

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This Business Sale Agreement ("Agreement") is made this June 5, 2012 ("Effective Date"), by and between AppAddictive, Inc., ("Purchaser") a New York corporation with offices at 122 W. 26<sup>th</sup> Street, New York, NY 10001, and TwoChop Inc. ("Seller"), a Delaware corporation with offices at 222 E35th Street 5F, New York, NY 10016.

Seller is in the business of providing software gaming templates to its customers. Purchaser desires to acquire the business interest, good will, and other listed assets of Seller (collectively, the "Business"). As such, Purchaser and Seller (also referred to herein as "Party" in the singular and "Parties" in the plural) desire to define the terms and conditions applicable to the purchase of the Business. Purchaser and Seller hereby agree as follows:

1. Assets/Debts Included in Sale of the Business. The Parties agree that the following assets/debts are included in the sale of the Business:
  - A. Name – Purchaser shall acquire all of Seller's rights in the name, TwoChop.
  - B. Client Lists – Seller shall provide a list of current clients to Purchaser as well as any former clients and prospects of which Seller is aware.
  - C. Active Contracts – Seller shall provide copies of all unfulfilled client contracts, which Seller is in the process of servicing, to Purchaser.
  - D. Intellectual Property – Seller shall turn over any intellectual property for the Business to Purchaser, including software and related source code.
  - E. Internet Website – Seller shall turn over any website presence for the Business to Purchaser.
  - F. Business Forms/Contracts – Seller shall provide all business forms/contracts, which Seller uses for operating the Business, to Purchaser.
  - G. Business Methods – Seller shall provide a written synopsis of all business methods, which Seller uses for operating the Business, to Purchaser.
  - H. Phone Numbers – Seller shall provide a list of current phone numbers, as used by the Business, to Purchaser.
  - I. Subcontractor List – Seller shall provide a list of current subcontractors, as used by the Business, to Purchaser.
2. Assets/Debts NOT Included in Sale of the Business. The Parties agree that the following assets/debts are NOT included in the sale of the Business and :
  - A. Receivables – Receivables – Seller shall provide an accounting of account receivables that are outstanding as of the Effective Date.
  - B. Checking/Savings Accounts – Purchaser will not acquire any checking/savings accounts used by Seller to provide Services.
  - C. Loans/Credit Cards – Purchaser is not assuming responsibility for any loans or credit cards taken by Seller.
  - D. Equipment – Purchaser will not acquire any equipment used by Seller to provide Services nor will Purchaser be liable for any amounts related to such equipment, including, but not limited to, unpaid lease or rental amounts, or insurance.
  - E. Employees – Purchaser will not retain employees of Seller.
  - F. Utilities – Other than as provided in this Agreement, Purchaser is not assuming any responsibility for any utilities (i.e. cellular phones, internet service, etc.) as acquired by Seller.
3. Responsibilities of Purchaser. Purchaser shall have the following responsibilities:
  - A. Purchaser shall make all payments due under this Agreement.
  - B. Purchaser shall make itself reasonably available to Seller for any training on operation of the Business.
  - C. Purchaser shall take no actions to damage the name and good will of Seller or the Business.
4. Responsibilities of Seller. Seller shall satisfy the following responsibilities:

## BUSINESS SALE AGREEMENT

June 5, 2012

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- A. Seller shall settle all debts and liabilities of the Business or related to it, that in existence prior to the Effective Date. If Purchaser has to pay for any such debts and liabilities, such amounts will be offset against any amounts due to Seller.
  - B. Seller shall materially participate in the introduction of Purchaser to and contract negotiation with CBS Interactive Group, whose contract has currently expired.
  - C. Seller shall answer questions that Purchaser may have about the Business for a period not to exceed ninety (90) days from the Effective Date. Seller shall respond to such questions within forty-eight (48) hours of receipt.
  - D. After execution of this Agreement, Seller shall not represent to any other party that Seller has any ownership or authority with regards to the Business, including, but not limited to, Seller's ability to enter into any agreements or obligations on behalf of the Business. Seller shall at its own expense dissolve TwoChop, Inc.
  - E. Seller shall take no actions to damage the name and good will of Purchaser or the Business.
5. Sales Price. The Parties agree that the following with regards to the sales price of the Business:
    - A. Purchaser shall pay Seller a sum of \$1 upon execution of this Agreement.
    - B. The Parties agree that Seller shall make payment to Seller in the form of company check.
  6. Intellectual Property Transfer. At Buyer's expense, Seller shall transfer to Purchaser all software (source code, object code, and documentation), patents, trademarks, and copyrights (collectively, "Intellectual Property") as created and applied for by Seller prior to the Effective Date. Seller agrees to promptly execute any documents necessary for Purchaser to perfect Purchaser's rights in such Intellectual Property. Whether directly or through use of third parties, Seller shall not oppose any new Intellectual Property as created or filed by Purchaser. Seller's obligations pursuant to this Section shall survive this Agreement.
  7. Website and Phone Number Transfer. Seller shall execute any necessary documents to transfer the Business' website domain ("Website") to Purchaser. Seller shall also provide all passwords, source code, and related documentation for the Website to Purchaser. Seller shall provide contact information for the webhosting company and software developer used for the Website. Seller shall also execute any necessary documents to transfer any phone numbers associated with the Business to Purchaser.
  8. Employees. Purchaser will not retain employees of Seller nor will Purchaser be liable for any amounts related to such employees, including, but not limited to, unpaid salaries, unpaid expenses, or employment taxes.
  9. Indemnification. Seller hereby agrees to indemnify Purchaser for any debts, liabilities, legal damages, and attorney fees that Purchaser may incur as a result of Seller's operation of the Business as provided prior to the Effective Date. Otherwise, the Parties shall be responsible for their own indemnification. Seller's obligations pursuant to this Section shall survive this Agreement.
  10. Taxes. Seller understands that as part of the sale of the Business, Seller shall pay any outstanding taxes due on the business that were incurred prior to the Effective Date. As of the Effective Date, the Parties are each responsible for their own taxes related to the sale of the Business.
  11. Limitation of Liability and Exclusion of Certain Remedies. Purchaser understands that Seller provides the Business and its assets on an "as-is" basis and makes no warranty with regards to Purchaser's possible income and success of the Business. In no event shall either Party be liable to other for consequential, special, incidental, or punitive damages (including, but not limited to, legal costs and fees) from any claim asserted by either Party against the other or by any other third party associated with or complaining through either Party. The terms and provisions of this Section shall survive the termination/expiration of this Agreement.
  12. Confidentiality. Seller shall keep secret and retain in strictest confidence, and shall not, without the prior consent of Purchaser, furnish, make available or disclose to any third party or use for the benefit of itself (except as necessary to fulfill the purposes of this Agreement) or any third party, any Confidential Information of the Business. As used herein, "Confidential Information" shall mean any information provided by Purchaser to Seller that a reasonable person would know the Purchaser would wish to remain confidential and any source code that is

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part of this Agreement, except that Seller may retain and use any such source code for its own purposes, Seller's obligations pursuant to this Section shall survive this Agreement.

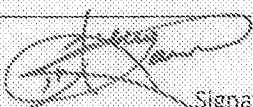
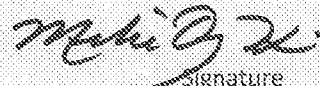
13. **Non-Compete.** Seller shall not solicit or assist any third party in soliciting any client of the Business to leave the Business. Seller's obligations pursuant to this Section shall survive this Agreement.
14. **No Other Relationship or Interest.** The Parties agree that this is an arms-length sales transaction, and that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to, employer/employee relationship, license, title, guarantee of work, or right to use any Confidential Information, except as specified by this Agreement.
15. **Disputes and Governing Law.** The laws of the State of New York in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.
16. **Arbitration.** In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. All such disputes or damage claims shall be submitted to binding arbitration in New York, New York before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction. The arbitrator may grant equitable remedies consistent with the provisions of this Agreement, but shall not have the authority to impose an award of punitive, exemplary or multiplied damages. Neither party can resort to arbitration proceedings unless (a) there has been no resolution of the dispute within thirty (30) days of initiation of discussions; or (b) interim relief from a court is necessary to prevent serious or irreparable injury to one party or to others, or (c) an arbitration must be initiated sooner to avoid the running of the applicable statute of limitations. The Parties agree that the arbitrator's findings are final and that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
17. **General.** No alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized representative of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized representative of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties.

BUSINESS SALE AGREEMENT

June 5, 2012

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By affixing their signatures below, the Parties agree to be so bound as of the Effective Date above.

ACCEPTED BY SELLER:	ACCEPTED BY PURCHASER:
 Signature	 signature
Mo Lam Name	Mike Onghai Name
President & CEO Title	President Title
06/05/2012 Date	6/8/2012 Date