

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2892273

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	WOW INSITES LLC	06/10/2014
RECEIVING PARTY DATA		
Name:	RIVERTON MANAGEMENT RESOURCES. L.L.C	
Street Address:	10330 REGENCY PARKWAY DRIVE, #100	
City:	OMAHA	
State/Country:	NEBRASKA	
Postal Code:	68114	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14230990
CORRESPONDENCE DATA		
Fax Number:	(402)496-0333	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	402.496.0300	
Email:	file@suiter.com	
Correspondent Name:	SUITER SWANTZ PC LLO	
Address Line 1:	14301 FNB PARKWAY, SUITE 220	
Address Line 4:	OMAHA, NEBRASKA 68154	
ATTORNEY DOCKET NUMBER:	PRC 13-1-3	
NAME OF SUBMITTER:	CHAD W. SWANTZ	
SIGNATURE:	/chad w swantz/	
DATE SIGNED:	06/10/2014	
Total Attachments: 13		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page1.tif		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page2.tif		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page3.tif		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page4.tif		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page5.tif		
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page6.tif		

PATENT

source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page7.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page8.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page9.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page10.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page11.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page12.tif
source=RefinanceNoteandWarrantPurchaseAgreement_6-10-14#page13.tif

REFINANCE NOTE AND WARRANT PURCHASE AGREEMENT

THIS REFINANCE NOTE AND WARRANT PURCHASE AGREEMENT (the "*Agreement*") is made as of the 10th day of June, 2014 (the "*Effective Date*") by and among WOW Insites, LLC, a Nebraska limited liability company (the "*Company*"), and Riverton Management Resources, LLC (the "*Purchaser*").

RECITAL

Purchaser has previously loaned \$1,500,000 to Company pursuant to the Note and Warrant Purchase Agreement of December 23, 2013. The purpose of this Agreement is to refinance the prior note through the issuance of Refinance Note in the principal amount of 2,500,000 (the "Refinance Note" or "Note") and to provide additional working capital of \$936,260.28 to the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the Company and the Purchaser, intending to be legally bound, agree as follows:

1. AMOUNT AND TERMS OF THE LOAN(S); ISSUANCE OF WARRANTS

1.1 The Loan. Subject to the terms of this Agreement, the Purchaser agrees to advance \$936,260.28 to the Company at the Closing (as hereinafter defined) (the "*Loan Amount*" or "*Loan*") against the issuance and delivery by the Company of a Refinance Note in substantially the form attached hereto as EXHIBIT A. The Note shall be convertible into shares of Equity Securities (as defined in the Note) as provided in the Note. The Note shall also refinance the note issued by Company to Purchaser (the "Original Note") on December 23, 2013. The Refinance Note represents \$1,563,739.62 payable in satisfaction of principal and accrued interest now payable under the Original Note and an additional advance of \$936,260.28 by Purchaser to Company.

1.2 Issuance of the Warrant. At the Closing (as defined below), the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, a warrant in substantially the form attached hereto as EXHIBIT B (the "*Warrant*"). This Warrant shall replace the Warrant issued to Purchaser on December 23, 2013 (the "Prior Warrant") and Purchaser shall accept the Warrant as a replacement for the Prior Warrant. Purchaser shall return the original of the Prior Warrant to the Company at Closing.

2. THE CLOSING

2.1 Closing Date. The closing of the sale and purchase of the Note and Warrant (the "*Closing*") shall be held on the Effective Date, or at such other time as the Company and the Purchaser shall agree (the "*Closing Date*").

2.2 Delivery. At the Closing (i) the Purchaser shall deliver to the Company a check in the amount of the Loan Amount; and (ii) the Company shall issue and deliver to the Purchaser (a) the Refinance Note, and (b) the Warrant.

3. CREATION OF SECURITY INTEREST AND PRIORITY

3.1 Grant of Security Interest. To secure payment of obligations under the Refinance Note, the Company continues to grant to the Purchaser a security interest in all of the Company's property now existing or hereafter arising, including without limitation, all accounts, inventory, equipment, intellectual property, general intangibles, deposit accounts, financial assets, securities, instruments, and all proceeds thereof (the "*Collateral*"). The Company will not dispose of any interest in the Collateral outside the ordinary course of business without the written consent of the Purchaser. The Company authorizes the Purchaser to file such financing statements and take such other action as the Purchaser deems appropriate in order to perfect this security interest. Notwithstanding the foregoing, upon request of Company, Purchaser will subordinate the foregoing security interests to the existing security interests of American Interstate Bank with respect to the now outstanding American Interstate Bank Debt.

3.2 Liabilities Unconditional. The Company is and shall remain absolutely and unconditionally liable for the performance of its obligations under the Loan Documents, including without limitation any deficiency by reason of the failure of the Collateral to satisfy all amounts due to the Purchaser under the Loan Documents (as defined herein).

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as follows:

4.1 Organization, Good Standing and Qualification. The Company is duly organized, validly existing and in good standing under the laws of the State of Nebraska. The Company has the requisite power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

4.2 Authority. The Company will have at the Closing Date all requisite authority to execute and deliver this Agreement, to issue the Note, to issue the Warrant (collectively, the "*Loan Documents*") and to carry out and perform its obligations under the terms of the Loan Documents. The Company's Managers have approved the Loan Documents based upon a reasonable belief that the Loan is appropriate for the

Company after reasonable inquiry concerning the Company's financing objectives and financial situation.

4.3 Authorization. All action on the part of the Company, its managers and its members necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the performance of the Company's obligations hereunder, including the issuance and delivery of the Note and the Warrant and the reservation of the equity securities issuable upon conversion of the Note and exercise of the Warrant (collectively, the "*Conversion Securities*") and collectively with the Note and the Warrant the ("*Securities*") has been taken or will be taken prior to the issuance of such Conversion Securities. The Loan Documents, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The Conversion Securities, when issued in compliance with the provisions of this Agreement and the Note or the Warrant, as applicable, will be validly issued, fully paid and nonassessable and free of any liens or encumbrances and issued in compliance with all applicable federal and securities laws.

4.4 Governmental Consents. All consents, approvals, orders, or authorizations of, or registrations qualifications, designations, declarations, or filings with, any governmental authority, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Securities or the consummation of any other transaction contemplated hereby shall have been obtained and will be effective at the Closing.

4.5 Compliance with Laws. To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, the violation of which would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

4.6 Compliance with Other Instruments. The Company is not in violation or default of any term of its operating agreement or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a material adverse effect on the Company. The execution, delivery and performance of the Loan Documents and the consummation of the transactions contemplated thereby will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. Without limiting the foregoing, the Company has obtained all waivers

reasonably necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Company to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Company to offer or issue any securities of the Company as a result of the consummation of the transactions contemplated hereunder.

4.7 Offering. Assuming the accuracy of the representations and warranties of the Purchaser contained in Section 4 hereof, the offer, issue, and sale of the Securities are and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "*Act*"), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

5. COVENANTS OF THE COMPANY

5.1 Use of Proceeds. The proceeds from the sale of the Note and Warrant hereunder shall be used only for working capital purposes, and shall not in any event be used for the repayment of indebtedness for borrowed money other than monthly payments not to exceed \$13,957.33 at the end of each month payable pursuant to American Interstate Bank Loan 63218, redemption or repurchase of securities, dividends or payments to employees other than regular salaries, and reimbursements for costs incurred on behalf of the Company in the ordinary course of business. The Company shall not use the proceeds of the Loan for any personal, family or household purpose. Company shall also pay Purchaser's reasonable legal fees relating to this Agreement upon demand.

5.2 Title. The Company shall promptly notify the Purchaser in writing of any event which materially affects the value of the Collateral, the ability of the Company or the Purchaser to dispose of the Collateral, or the rights or remedies of the Purchaser in relation thereto, including, but not limited to, the levy of any legal process against the Collateral. Upon request by the Purchaser, the Company shall deliver to the Purchaser any and all evidence of ownership of and certificates of title to, any and all of the Equipment.

5.3 Collateral Control. The Company shall not (i) terminate, waive or release any material right with respect to any Collateral, or (ii) remove any items of Collateral from their current locations, or such other address agreed to in writing by the Purchaser, except in the ordinary course of business.

5.4 Liens; No Disposition of Collateral. The Company shall not (i) in any way hypothecate or create or permit to exist any lien with respect to any of its or its subsidiaries' or affiliates property other than the existing liens of American Interstate Bank, (ii) permit the inclusion in any contract to which it or a subsidiary or affiliate becomes a party of any provisions that could restrict or invalidate the creation of a security interest in any of the Company's or such subsidiary's property, or (iii) sell,

transfer, assign, pledge, collaterally assign, exchange, or otherwise dispose of (collectively, a "*Transfer*"), or permit any of its subsidiaries to Transfer, all or any part of its business or property, other than Transfers: (A) of inventory in the ordinary course of business, (B) of non-exclusive licenses and similar arrangements for the use of the property of the Company or its subsidiaries in the ordinary course of business or (C) of worn-out or obsolete equipment.

5.5 Matters Requiring Purchaser Approval. So long as any amounts remain outstanding under the Note, the Company hereby covenants and agrees with Purchaser that it shall not, without the written consent of Purchaser, take any of the following actions:

(a) Make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly-owned by the Company;

(b) Make, or permit any subsidiary to make, any loan or advance to any entity or person, including, without limitation, any employee or director of the Company or any subsidiary;

(c) Guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) Incur any indebtedness, other than trade credit incurred in the ordinary course of business;

(e) Change the principal business of the Company, enter new lines of business, or exit the current line of business;

(f) Sell, assign, out-license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business;

(g) Enter into or make any agreement regarding the acquisition, merger, reclassification, recapitalization or other organizational change of the Company; or

(h) Amend the Operating Agreement of the Company.

5.6 Subsequent Developments. The Company shall promptly provide written notification to Purchaser if the Company receives any communications (written, oral or otherwise) from third parties regarding an acquisition, merger, financing or other capitalization event of the Company.

5.7 Termination of Covenants. All covenants of the Company contained in Section 5 of this Agreement shall expire and terminate as to Purchaser upon payment or conversion of the Note.

6. RIGHT OF PARTICIPATION

So long as any amounts remain outstanding under the Note, in the event the Company receives a bona fide offer to purchase equity securities (a "*Proposal*") from any person or entity the Company shall provide a written notice of the Proposal to Purchaser that details all the material terms of the Proposal (the "*Proposal Notice*") and shall at all times thereafter require the party making said offer to allow Purchaser to purchase the Company's equity securities on the same terms and conditions set forth in the Proposal through conversion of the Note prior to completing a sale of securities in the manner contemplated in the Proposal provided, however, that the price to be paid by Purchaser shall be at 80% of the per share or unit price set forth in the Proposal

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1 Purchase for Own Account. The Purchaser represents that it is acquiring the Securities solely for its own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

7.2 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 4, the Purchaser hereby: (i) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate for deciding whether to acquire the Securities, (ii) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Purchaser and (iii) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

7.3 Economic Risk. The Purchaser acknowledges that investment in the Securities involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

7.4 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Purchaser further agrees not to make any disposition of all or any portion of the Securities unless and until:

(a) There is then in effect a Registration Statement under the Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(b) The Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the

circumstances surrounding the proposed disposition, and if reasonably requested by the Company, such Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Act or any applicable state securities laws, provided that no such opinion shall be required for dispositions in compliance with Rule 144, except in unusual circumstances.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by the Purchaser with respect to transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were Purchasers hereunder.

7.5 Accredited Investor Status. The Purchaser is an "accredited investor" as such term is defined in Rule 501 under the Act.

7.6 Further Assurances. The Purchaser agrees and covenants that at any time and from time to time it will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Agreement and to comply with state or federal securities laws or other regulatory approvals.

8. MISCELLANEOUS

8.1 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.2 No Usury. This Agreement and the Note issued pursuant to the terms of this Agreement are hereby expressly limited so that in no event whatsoever, whether by reason of deferment or advancement of loan proceeds, acceleration of maturity of the loan evidenced hereby, or otherwise, shall the amount paid or agreed to be paid to the Purchasers hereunder for the loan, use, forbearance or detention of money exceed the maximum interest rate permitted by the laws of the State of Nebraska if at any time the performance of any provision hereof or the Note involves a payment exceeding the limit of the price that may be validly charged for the loan, use, forbearance or detention of money under applicable law. then automatically and retroactively, ipso facto, the agreed upon interest rate as set forth in the Note shall be reduced to such limit, it being the specific intent of the Company and the Purchaser hereof that all payments under this Agreement or the Note are to be credited first to interest as permitted by law, but not in excess of (i) the agreed rate of interest set forth in the Note, or (ii) that permitted by law, whichever is the lesser, and the balance toward the reduction of principal. The provisions of this paragraph shall never be superseded or waived and shall control every other provision of this Agreement and the Note.

8.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Nebraska in all respects as such laws are applied to agreements among Nebraska residents entered into and performed entirely within Nebraska, without giving effect to conflict of law principles thereof. The parties agree that any action brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in Douglas County, Nebraska.

8.4 Counterparts. This Agreement may be executed in two or more counterparts (including, without limitation, by facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement shall survive the execution and delivery of this Agreement.

8.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to Purchaser at the address set forth on the signature page attached hereto or at such other address or electronic mail address as the Company or Purchaser may designate by ten (10) days advance written notice to the other parties hereto.

8.8 Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and the Purchaser.

8.9 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to each Purchaser, upon any breach or default of the Company under this Agreement or the Note, or the Warrant shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any

waiver, permit, consent or approval of any kind or character by Purchaser of any breach or default under this Agreement, or any waiver by the Purchaser of provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to the Purchaser, shall be cumulative and not alternative.

8.10 Entire Agreement. This Loan Agreement and documents reference herein (including any exhibits thereto) constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

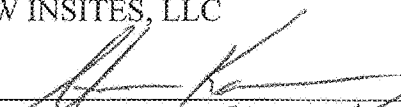
8.11 Promissory Note. The Original Note is by this Agreement satisfied in full as a result of the issuance of the Refinance Note. Purchaser shall return the Original Note to the Company marked paid in full.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, the parties have executed this REFINANCE NOTE AND
WARRANT PURCHASE AGREEMENT as of the date first written above.

COMPANY:

WOW INSITES, LLC

By: 
Printed Name: Steven Kanne
Title: CEO

PURCHASER:

RIVERTON MANAGEMENT RESOURCES, LLC

Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this REFINANCE NOTE AND
WARRANT PURCHASE AGREEMENT as of the date first written above.

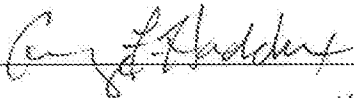
COMPANY:

WOW INSITES, LLC

By: _____
Printed Name: _____
Title: _____

PURCHASER:

RIVERTON MANAGEMENT RESOURCES, LLC



Printed Name: GEORGE F HADDIX
Title: MEMBER/MANAGER

EXHIBIT A
FORM OF CONVERTIBLE PROMISSORY NOTE

EXHIBIT B
FORM OF WARRANT

4831-8096-5911.3 1

RECORDED: 06/10/2014

PATENT
REEL: 033123 FRAME: 0710