

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3087915

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLIPMARKS LLC	07/18/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AMPLIFY LLC
<b>Street Address:</b>	215 PARK AVENUE SOUTH
<b>Internal Address:</b>	SUITE 1403
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7216290
Patent Number:	7278092
Patent Number:	7360166
Patent Number:	7562287
Patent Number:	8595635
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(510)663-0920
<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>	
<b>Phone:</b>	(510) 663-1100
<b>Email:</b>	harmstrong@wavsip.com
<b>Correspondent Name:</b>	WEAVER AUSTIN VILLENEUVE & SAMPSON, LLP
<b>Address Line 1:</b>	555 12TH STREET
<b>Address Line 2:</b>	SUITE 1700
<b>Address Line 4:</b>	OAKLAND, CALIFORNIA 94607
<b>ATTORNEY DOCKET NUMBER:</b>	SLFCG00
<b>NAME OF SUBMITTER:</b>	JOHN F. GRIFFITH
<b>SIGNATURE:</b>	/John F. Griffith/
<b>DATE SIGNED:</b>	10/30/2014
<b>Total Attachments: 7</b>	

PATENT

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made and entered into this 18 day of ~~June~~<sup>July</sup>, 2011, by and between Clipmarks LLC, a Delaware limited liability company ("Seller"), and Amplify LLC, a Delaware limited liability company ("Buyer").

In consideration of the mutual representations, warranties, covenants, and agreements of the parties hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF ASSETS

**1.1 Purchase and Sale of Assets.** Upon the terms and subject to the condition of this Agreement, Buyer hereby purchases, accepts and acquires from Seller, and Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, at the closing occurring simultaneously with the execution of this Agreement (the "Closing"), all right, title and interest of Seller in and to all of the rights and assets, real, personal, and mixed, tangible or intangible, owned or held by Seller. The foregoing rights and assets shall hereinafter collectively be referred to as the "Assets." Without in any way limiting the generality of the foregoing, the Assets shall include all right and interest owned or held by Seller in the following:

- a. All technical and descriptive materials relating to the acquisition, design, development, use, or maintenance of software and computer code and program documentation and materials.
- b. All contracts, agreements, licenses, leases and other commitments and arrangements, oral or written, with any person or entity, including all of the foregoing listed on Schedule A.
- c. All software and computer code, including source code, object, executable or binary code and all files, data, materials, design notes and other documentation related thereto, including all of the foregoing listed on Schedule A.
- d. All equipment and devices (including data processing hardware and related telecommunications equipment, media, and tools), including Seller's rights under all related warranties, including all of the foregoing listed on Schedule A.
- e. All office furniture and fixtures, including all of the foregoing listed on Schedule A.
- f. All business and marketing records, including accounting and operating records, asset ledgers, personnel records and supplier lists, including all of the foregoing listed on Schedule A.
- g. All patents, trademarks, service marks, trade names, and copyrights (including registrations, licenses, and applications pertaining thereto), and all other intellectual

property rights, trade secrets, and other proprietary information and processes, including all of the foregoing listed on Schedule A.

**h.** All insurance policies, binders, or contracts, and the benefits of any prior insurance coverage to the extent still available, including all of the foregoing listed on Schedule A.

**1.2 Sales Taxes.** Buyer has received, reviewed and is familiar with the New York State Tax Department (the "Tax Department") "Notice to Prospective Purchasers of a Business or Business Assets" (TP-153). At Buyer's request, Seller shall cooperate with the Buyer in the completion of AU196.10 "Notification of Sale, Transfer or Assignment in Bulk" under the applicable provisions of the New York Tax Law.

## **ARTICLE II**

### **ASSUMPTION OF LIABILITIES**

**2.1 Assumed Liabilities.** Buyer hereby assumes and agrees to pay or perform only the liabilities and obligations of Seller that are expressly identified in this Section 2.1 (the "Assumed Liabilities") or are represented by any other agreement of Buyer in this Agreement or the other agreements and instruments to be executed and delivered by Buyer in connection with this Agreement. The Assumed Liabilities are listed on Schedule B hereto.

## **ARTICLE III**

### **PURCHASE PRICE**

**3.1 Purchase Price.** Set forth on Schedule C hereto is a list of the outstanding Convertible Promissory Notes from Seller to the purchasers thereof, with face amounts totaling \$702,000.00, which were contributed to Buyer immediately prior to the date hereof and are now held by Buyer (the "Promissory Notes"). In consideration for the sale, transfer, assignment, conveyance and delivery of the Assets from Seller to Buyer pursuant to this Agreement on the date hereof, Buyer does hereby (i) cancel the Promissory Notes and return them to Seller and (ii) assume the Assumed Liabilities.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer as follows:

**4.1 Organization.** Seller is a limited liability company validly existing and in good standing under the laws of the State of Delaware with the corporate power and authority to conduct its business and to own and lease its properties and assets (including the Assets).

**4.2 Power and Authority.** Seller has the power and authority to execute, deliver, and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and thereby (the

"Transaction Documents"), has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Transaction Documents. This Agreement is, and when the Transaction Documents to be executed by Seller are executed and delivered, such Transaction Documents shall be the legal, valid, and binding obligations of Seller, enforceable in accordance with their terms.

**4.3 No Conflict.** Neither the execution and delivery of this Agreement and the Transaction Documents, nor the consummation of the transactions contemplated hereby or thereby, will violate or conflict with (1) any federal, state or local law, or order, judgment or decree applicable to Seller or the Assets, (2) any provision of any charter, bylaw or other governing or organizational instrument of Seller, or (3) except for the Promissory Notes, any mortgage, contract, agreement, license, lease or other commitment or arrangement to which Seller is a party or by which Seller or any of the Assets is bound.

**4.4 Required Contract Consents.** No approval, authorization, consent, permission, or waiver to or from, or notice, filing, or recording to or with, any person or entity is necessary for the execution and delivery of this Agreement and the other agreements and instruments to be executed and delivered in connection with the transactions contemplated hereby or thereby by Seller or the consummation by Seller of the transactions contemplated hereby.

**4.5 As Is.** All of the Assets are being purchased, accepted and acquired from Seller by Buyer AS IS, without any representations or warranties about the ownership or condition thereof or otherwise.

**4.6 Disclaimer.** Except as expressly set forth in this Agreement or in any of the Transaction Documents, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

**5.1 Organization.** Buyer is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

**5.2 Power and Authority.** Buyer has the power and authority to execute, deliver, and perform this Agreement and the Transaction Documents, and Buyer has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby. This Agreement is, and when the Transaction Documents to be executed by Buyer are executed and delivered, such Transaction Documents shall be, the legal, valid and binding obligation of Buyer, enforceable in accordance with their terms.

**5.3 No Conflict.** Neither the execution and delivery by Buyer of this Agreement and of the Transaction Documents to be executed and delivered by Buyer, nor the consummation by

Buyer of the transactions contemplated hereby or thereby will violate or conflict with (1) any federal, state, or local law or order, judgment, or decree applicable to Buyer, or (2) any provision of any charter, bylaw, or other governing or organizational instrument of Buyer.

## ARTICLE VI

### MISCELLANEOUS

**6.1 Further Assurances.** At and after the Closing, without further consideration, Seller shall take all such other action and shall procure or execute, acknowledge, and deliver all such further agreements, certificates, conveyance instruments, consents, and other documents as Buyer or its counsel may reasonably request to vest in Buyer, and perfect and protect Buyer's right, title, and interest in, and enjoyment of, the Assets.

**6.2 Transfer Taxes.** All sales, transfer, and similar taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by Buyer and Buyer shall file all necessary documentation with respect to such taxes.

**6.3 Entire Agreement.** This Agreement (including the Schedules), and the Transaction Documents to be executed and delivered by the parties, constitute the sole understanding of the parties with respect to the subject matter hereof. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.

**6.4 Parties Bound by Agreement; Successors and Assigns.** The terms, conditions, and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns thereof. Without the prior written consent of the other party, Buyer may assign its rights, duties, or obligations hereunder or any part thereof to any other person or entity, which shall thereupon become Buyer, provided that at the time of such assignment Buyer unconditionally and irrevocably guarantees the payment and performance of any duties or obligations so assigned.

**6.5 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Transmission of a copy of an executed counterpart shall constitute delivery of the signed counterpart. This Agreement shall take effect only upon delivery or transmission of executed counterparts by each of the parties to each of the other parties.

**6.6 Headings.** The headings of the Sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

**6.7 Modification and Waiver.** Any of the terms or conditions of this Agreement may be waived in writing at any time by the party that is entitled to the benefits thereof. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

**6.8 Notices.** Any notice, request, instruction, or other document to be given hereunder by any party hereto to any other party hereto shall be in writing and delivered personally or sent by express, registered or certified mail, postage prepaid, as follows:

If to Seller to:

Clipmarks LLC  
215 Park Avenue South, Suite 1403  
New York, NY 10003  
Attention: Eric Goldstein

with a copy to:

Edwards Angell Palmer & Dodge LLP  
750 Lexington Avenue  
New York, NY 10022  
Attention: David L. Kovacs, Esq.

if to Buyer to:

Amplify LLC  
c/o Burton Goldstein & Company LLC  
215 Park Avenue South, Suite 1403  
New York, NY 10003  
Attention: Burton Goldstein

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or at such other address for a party as shall be specified by like notice. Any notice that is delivered personally in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party (or its agent for notices hereunder). Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the fourth business day after the day it is so placed in the mail.

**6.9 Bulk Sales Law.** The parties waive compliance with any bulk sales laws or similar laws relating to notices to creditors.

**6.10 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving effect to the principles of conflicts of law thereof that might cause the application of the laws of any other jurisdiction.

**6.11 Third-Party Beneficiaries.** With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

**6.12 "Including".** Words of inclusion shall not be construed as terms of limitation herein, so that references to "included" matters shall be regarded as nonexclusive, noncharacterizing illustrations.

**6.13 References.** Whenever reference is made in this Agreement to any Article, Section, or Schedule, such reference shall be deemed to apply to the specified Article or Section of this Agreement or the specified Schedule to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the date indicated.

*Valerie Erbstien*  
7/18/2011

VALERIE ERBSTEIN  
Notary Public, State of New York  
No. 31-5002888  
Qualified in New York County  
Commission Expires Oct. 13, 2014

AMPLIFY LLC

By: *[Signature]*

Title: *Manager*

Date: *7/18/11*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Valerie Erbstien*  
7/18/2011

VALERIE ERBSTEIN  
Notary Public, State of New York  
No. 31-5002888  
Qualified in New York County  
Commission Expires Oct. 13, 2014

CLIPMARKS LLC

By: *Eli Golden*

Title: *CEO*

Date: *7/18/11*



## SCHEDULE A

### ASSETS

#### Patents / Patent Applications

<u>Date Filed</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Status</u>
09/25/2002	10/254,440	7,216,290	05/08/2007	GRANTED
04/28/2004	10/833,726	7,278,092	10/02/2007	GRANTED
08/17/2005	11/206,258	7,360,166	04/15/2008	GRANTED
08/17/2005	11/207,177	7,562,287	07/14/2009	GRANTED
01/25/2008	12/020,170			PENDING

#### Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>CC</u>	<u>Status</u>
TRIANGLE ICON (DESIGN)	76464545	10/28/2002	2989999	08/30/2005	US	REGISTERED
CLIP MARKS	78674044	07/20/2005	3303806	10/02/2007	US	REGISTERED
CLIP-TO-BLOG	77137788	03/22/2007	3460266	07/08/2008	US	REGISTERED
PAPERCLIP ICON	77413254	03/05/2008	3511922	10/07/2008	US	REGISTERED
CLIPMARKS (& PAPERCLIP ICON)	77413270	03/05/2008	3511923	10/07/2008	US	REGISTERED

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RECORDED: 10/30/2014

REEL: 034070 FRAME: 0859