

**DOMAIN NAME SALE AGREEMENT**

THIS DOMAIN NAME SALE AGREEMENT ("**Sale Agreement**") is made and entered into by and between [REDACTED]th [REDACTED]pal Inc. ("**Buyer**"), a [REDACTED]are [REDACTED]tion, [REDACTED]e [REDACTED]p. [REDACTED]59 [REDACTED]th [REDACTED]pal [REDACTED]ce [REDACTED]ss [REDACTED]f [REDACTED]0 [REDACTED]n [REDACTED]te, [REDACTED] [REDACTED]or, Los Angeles, CA 90048, and Jim Wagner ("**Seller**") (Buyer and Seller are each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Seller registered the Internet domain name "Invest.com" ("**Domain Name**") with Network Solutions;

WHEREAS, Seller is the sole and rightful owner of the Domain Name; and

WHEREAS, Seller has agreed to sell, transfer and assign to Buyer all rights in and to the Domain Name.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements, including the consideration due Buyer pursuant to Section 4 below, contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sale, Transfer and Assignment of Rights.** Upon (i) execution of this Sale Agreement and (ii) Buyer's delivery to Seller of a certificate of the Delaware Secretary of State with respect to the good standing of the Buyer to the satisfaction of the Seller, Seller will assign and cause to be assigned to Escrow.com ("**Escrow.com**"), in trust, for the benefit of Buyer and the Seller, the Domain Name and all rights associated with the Domain Name in accordance with the terms in this Sale Agreement and the Escrow Agreement, as hereinafter defined. Escrow.com will manage and maintain the Domain Name in accordance with all the terms in this Sale Agreement and the Escrow Instructions and Agreement attached hereto as Exhibit A (the "**Escrow Agreement**"), and such Escrow Agreement shall be made a part hereof, with the intent to fully vest full ownership of the Domain Name with Buyer upon satisfaction of the consideration set forth in Section 4 below. Buyer has agreed to pay all and any escrow fees howsoever arising as charged by Escrow.com under the Escrow Agreement, including all and/or any third party fees and charges as referred to in that Escrow Agreement, and both parties agree that this shall, notwithstanding provisions to the contrary in the Escrow Agreement, that the payment of the escrow fees shall be the sole responsibility of the Buyer. In the event of any conflict between the terms and conditions of this Sale Agreement and the terms and conditions of the Escrow Agreement, the terms and conditions of this Sale Agreement shall govern and control.

2. **Representations and Warranties.** Seller represents and warrants that, to the knowledge of the Seller (as defined below), as of the date of its execution of this Sale Agreement, that:

(a) There are no existing or threatened claims or proceedings by any third party relating to the use, registration, or ownership of the Domain Name;

(b) The Domain Name is not subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking, or agreement that would prevent Seller from complying with any of its obligations under this Sale Agreement;