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## DOMAIN NAME TRANSFER AGREEMENT

This Domain Name Transfer Agreement (this “Agreement”), entered into as of Date, 201\_, is between \_\_\_\_\_, a State corporation with offices located at \_\_\_\_\_ (“Assignor”), and \_\_\_\_\_, a Delaware limited liability company with offices located at \_\_\_\_\_ (“Assignee”).

### RECITALS

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the Domain Name (as defined below); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Domain Name and Assignor is willing to sell the same to Assignee.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, (i) “Domain Name” shall mean the top-level Internet domain name “e-merchants.com” and all lower-level Internet domain names for which “e-merchants.com” is a root or parent, whether in the form of an address for use in electronic mail transfer, a Universal Resource Locator (or “URL”), a file transfer protocol (or “FTP”) location, or other form suitable for specifying the location of an electronic data file over a distributed computer network and (ii) “Transfer” shall mean any transfer (whether voluntary, involuntary or by operation of law), including without limitation, by way of issuance, sale, participation, pledge, hypothecation, gift, bequeath, intestate transfer, distribution, liquidation, merger or consolidation in each case, to any person or entity.

2. Representations and Warranties of Assignor Relating to the Assigned Rights. Assignor hereby represents and warrants that (i) Assignor is the sole owner of the Assigned Rights (as defined below), free and clear of any liens or other encumbrances, (ii) the Domain Name is registered with InterNIC, (iii) there have been no challenges or disputes regarding Assignor’s ownership or use of the Assigned Rights and, to Assignor’s knowledge, no such challenge or dispute is threatened, (iv) Assignor’s use of the Domain Name prior to its transfer to Assignee hereunder, and Assignee’s use of the Domain Name immediately following its transfer to Assignee hereunder, is not subject to challenge by any owner of any registered or unregistered trademark, service mark or business name, and Assignor is not aware of any facts or circumstances that, as of the date hereof, could reasonably form the basis of a successful challenge to such use under applicable law or under existing dispute resolution policies of the registration agency with whom the Domain Name is registered, (v) no consent or other authorization is required to be obtained in order to validly transfer Assignor’s right, title and interest in the Assigned Rights to Assignee and (vi) Assignor has neither Transferred nor caused

to be Transferred any right, title or interest in the Assigned Rights to any person or entity. Assignor acknowledges and understands that Assignee is entering into this Agreement in reliance upon the representations and warranties of Assignor herein.

3. Assignment of Domain Name and Other Assigned Rights. Subject to the terms and conditions of this Agreement, Assignor hereby assigns and conveys to Assignee all of Assignor's worldwide right, title and interest in and to the Domain Name, together with any and all trademark or other proprietary rights and all goodwill associated with the Domain Name, and Assignor's interests in the registration agreement for the Domain Name (collectively, the "Assigned Rights"), and Assignee hereby accepts and receives all of Assignor's right, title and interest in and to the Assigned Rights. These rights shall include, but shall not be limited to, all rights to use, modify and exploit the Assigned Rights; the right to exclude others from using any of the Assigned Rights; the right to license, assign, convey, and pledge any of the Assigned Rights to others; the right to sue others and to collect damages for past, present and future infringements of any of the Assigned Rights; the right to create derivatives of the Assigned Rights and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Assigned Rights.

4. Other Domain Names and Trademarks. Assignor agrees that it shall not cause any other person or entity, including, without limitation, affiliates, to register any Internet domain names or trademarks that, under applicable trademark law, would be confusingly similar to any of the Assigned Rights.

5. Purchase Price. In consideration for the transfer of the Assigned Rights, and the other rights granted to Assignee hereunder, Assignee agrees to pay Assignor the aggregate amount of \$ \_\_\_\_\_.

6. Further Assurances. Assignor further agrees to diligently execute any additional documents or take any other actions, at Assignee's request, for the purposes of consummating the transactions contemplated hereunder, including, without limitation, filing a Registrant Name Change Agreement with \_\_\_\_\_ at "http \_\_\_\_\_" (attached hereto as Exhibit 1), and completing, filing and/or recording any other instruments reasonably required to consummate such transactions.

7. Miscellaneous. This Agreement shall be binding upon the successors and assigns of Assignor and Assignee. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be amended, and any of its provisions waived, only by an instrument in writing signed on behalf of each of the parties hereto. This Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by a person duly authorized, all as of the date first written above.

\_\_\_\_\_ (ASSIGNOR)

\_\_\_\_\_ (ASSIGNEE)

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

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

LAWYER'S MENTOR

**Exhibit 1--**

**“Registrant Name Change Agreement”**

See attachment.

LAWYER'S MENTOR