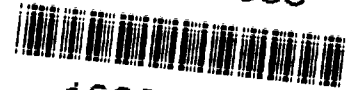




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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
01/01/99

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/10/1999 DNGUYEN 00000031 75365624

FOR OFFICE USE ONLY

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75365624"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kurt Koenig

Name of Person Signing


Signature

January 25, 1999

Date Signed

ASSIGNMENT OF MARK

WHEREAS, ValueClick, LLC, a California limited liability company ("Assignor") has acquired and used the mark VALUECLICK for the sale of certain computer software programs and for the provision of certain advertising services on the internet (the "Mark"); and

WHEREAS, a registration application with the United States Patent and Trademark Office to register the Mark in International Class 9 and in International Class 35, which application was assigned Serial No. 75/365,624 (the "Application") was filed by the corporation from whom Assignor acquired the Mark; and

WHEREAS, the Application is still pending at the Patent and Trademark Office; and

WHEREAS, pursuant to an Exchange Agreement dated as of January 1, 1999, Assignee acquired all of the outstanding membership interests of Assignor and thereby became the sole and exclusive owner of the assets of Assignor including but not limited to the Mark and the Application; and for ValueClick, Inc., a Delaware corporation ("Assignee"), Assignor has assigned and transferred to Assignee all right, title and interest in and to the Mark and the Application.

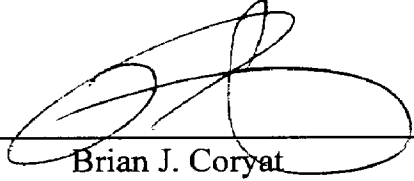
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever had in and to the Mark for any and all commercial or business purposes, together with all goodwill of the business symbolized by the Mark. This assignment of the Mark shall include, without limitation, (a) all right, title and interest of Assignor in the Application and any other existing registrations or pending applications filed with respect to the Mark, (b) the right to register the Mark in the United States and any foreign country or jurisdiction, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer, convey or exploit the Mark, and (d) the right to sue for and collect damages by reason of any future infringement or misuse of the Mark.
2. Registration. Assignor hereby agrees to execute and deliver to Assignee any and all instruments and documents that may be necessary or convenience, and to provide all assistance reasonably requested by Assignee, at Assignee's expense, to register the Mark in the name of Assignee in the United States Patent and Trademark Office and in any foreign country or jurisdiction.
3. Further Assurances. Assignor agrees, at Assignee's expense, to duly execute and deliver any and all instruments and documents that may be deemed necessary or convenient by Assignee, and otherwise to cooperate with and assist Assignee, to evidence, maintain, defend or enforce this Assignment, as well as Assignee's right, title and interest in and to the Mark.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties effective as of January 1, 1999.

ASSIGNOR:

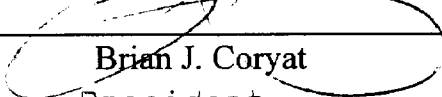
ValueClick, LLC, a California limited liability company

By: 
Name: Brian J. Coryat

Title: President

ASSIGNEE:

ValueClick, Inc, a Delaware corporation

By: 
Name: Brian J. Coryat
Title: President

JAO\5299\001\1023195.01