

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 26 day of September 2002 by Jim Williams, an individual, having an address of 3105 Holyrood Drive, Oakland, California 94611 (AAssignor"), with assignment to ClickAction Inc., a Delaware corporation, having an address of 2197 East Bayshore Road, Palo Alto, California 94303 (AAssignee).

WITNESSETH

WHEREAS, Assignor is the owner of the mark, trademark, servicemark and/or tradename "MARKETHOME," United States Trademark Registration No. 2289371 (the AMark);

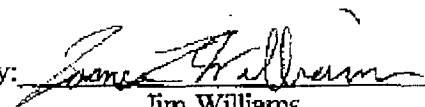
WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer, sell, assign, and convey the Mark, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that it represents and all right, title and interest thereto;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee the Mark, including the goodwill that it represents and that portion of Assignor's business to which the Mark pertains, and all right, title and interest therein, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.
2. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date above written.

JIM WILLIAMS

By: 
Jim Williams

Date: 9/26/02

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