

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEG-SponsorDirect LLC		11/26/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	SponsorDirect, LLC
Street Address:	580 White Plains Road
Internal Address:	Suite 600
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2644850	AUTOMATCH
Registration Number:	2701413	SD
Registration Number:	2691660	SPONSOR DIRECT
Serial Number:	78038113	SPONSOR PRO

CORRESPONDENCE DATA	
Fax Number:	(212)848-7179
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-5200
Email:	wnachlis@shearman.com
Correspondent Name:	Warren L. Nachlis
Address Line 1:	599 Lexington Avenue
Address Line 2:	SHEARMAN & STERLING
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34126/2
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CH \$115.00 2644850

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 26 day of November, 2003, is made and entered into by and between IEG-SponsorDirect LLC, a Delaware limited liability company ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the IP Agreement (defined below).

WHEREAS, Assignor is the owner of the Company Intellectual Property (as defined below);

WHEREAS, pursuant to (i) that certain Intellectual Property Contribution and Licensing Agreement dated March 28, 2001 (the "IP Agreement") among Assignor, Assignee, IEG, Inc. and U Three, LLC and (ii) the Letter Agreement among Assignor, Assignee, IEG, Inc. and U Three, LLC last executed on September 10, 2003, the Company Intellectual Property, including, but not limited to, the trademarks, trademark registrations and trademark applications (including any and all associated goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks") are to be assigned to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Company Intellectual Property, including, but not limited to, the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. No Warranties. Assignor makes no warranties, express or implied, with respect to the Company Intellectual Property.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Company Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

IEG-SponsorDirect,LLC

By: *Mark F. Rockefeller*
Name: MARK F ROCKEFELLER
Title: PRESIDENT & CEO

SponsorDirect LLC

By: *Mark F. Rockefeller*
Name: MARK F. ROCKEFELLER
Title: CEO

SCHEDULE A - UNITED STATES

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Auto Match	78/046,916	2,644,850	2/6/2001	10/29/2002
SD	78/046,919	2,701,413	2/6/2001	3/25/2003
Sponsor Direct	78/038,112	2,691,660	12/6/2000	2/25/2003
Sponsor Pro	78/038,113	N/A	12/6/2000	N/A

SCHEDULE A - UNITED KINGDOM

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Auto Match	2274618	2274618	6/12/2001	7/6/2001
SD	2274619	2274619	6/8/2001	7/6/2001
Sponsor Pro	2295126	2295126	3/11/2002	3/11/2002

SCHEDULE A - CANADA

<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Sponsor Direct	1105393	N/A	6/5/2001	N/A