

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotbar.com (Israel) Ltd.		04/27/1995	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Hotbar.com, Inc.		
Street Address:	226 W. 37th Street, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2545897	HOTBAR.COM	
CORRESPONDENCE DATA			
Fax Number:	(203)547-6129		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2036629858		
Email:	crattner@axiomlegal.net		
Correspondent Name:	Charles A. Rattner, Esq.		
Address Line 1:	12 Homewood Lane		
Address Line 4:	Darien, CONNECTICUT 06820-6109		
NAME OF SUBMITTER:	Charles A. Rattner		
Signature:	/Charles A. Rattner/		
Date:	07/25/2005		

Total Attachments: 2
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OP \$40.00 2545897

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 27, 2005, by and between Hotbar.com (Israel) Ltd., an Israeli corporation, having a business address at 166 Eben Gvirol St., Tel Aviv, Israel 62032 (the "Assignor"), and Hotbar.com, Inc., a Delaware corporation, having a business address at 226 W. 37th Street, 11th Floor, New York, NY 10018 (the "Assignee").

Recitals

WHEREAS, the Assignor owns all right, title and interest in, to and under U.S. Trademark Registration No. 2,545,897 for HOTBAR.COM for "Computer software for use in navigating, browsing and transferring information on computers, computer networks and a global communication computer network" in class 9, "Dissemination of advertising for others over a global computer network; business marketing services; promoting the goods and services of others by providing advertisements through which a user can link to the websites of the advertisers" in class 35, "Electronic transmission of data, pictures, documents and files via computer terminals" in class 38, and "Computer software design for others; updating software for others" in class 42 (the "Trademark"); and

WHEREAS the Assignee desires to purchase all right, title and interest in, to and under the Trademark from the Assignor as hereinafter provided.

Agreement

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

1. Assignment. The Assignor hereby assigns, sells, transfers, and sets over unto the Assignee its entire right, title and interest in, to and under the United States and foreign trademarks and service marks and trademark and service mark applications and all goodwill associated with the Trademark, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Indemnification. Each of the Assignee and the Assignor shall, to the extent provided in the Purchase Agreement, indemnify, protect, defend and hold the other, its directors, officers, shareholders, agents, employees, successors and assigns harmless from and against any and all claims, damages, losses, liabilities, costs and expenses incurred by such indemnified party arising from or related to the Trademark.
3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state of New York. The Assignor and Assignee hereby consent to

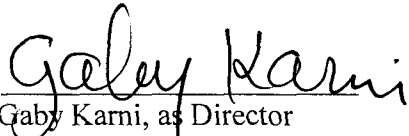
the jurisdiction of the federal and state courts located in the City of New York in the State of New York.

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

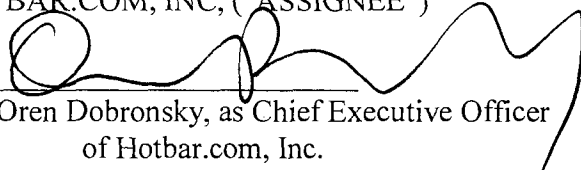
6. Facsimile Signature. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

HOTBAR.COM (ISRAEL) LTD. ("ASSIGNOR")

By: 
Gaby Karni, as Director
of Hotbar.com (Israel) Ltd.

HOTBAR.COM, INC, ("ASSIGNEE")

By: 
Oren Dobronsky, as Chief Executive Officer
of Hotbar.com, Inc.