

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Right Media, LLC		11/21/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Right Media Inc.		
<b>Street Address:</b>	212 5th Avenue, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78433800	RIGHT MEDIA	
Serial Number:	78716314	YIELD MANAGER	
Serial Number:	78757206	MEDIA GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(978)823-0888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	978-823-0008		
<b>Email:</b>	uspto@clocktowerlaw.com		
<b>Correspondent Name:</b>	Clock Tower Law Group		
<b>Address Line 1:</b>	2 Clock Tower Place, Suite 255		
<b>Address Line 4:</b>	Maynard, MASSACHUSETTS 01754		
<b>NAME OF SUBMITTER:</b>	Joshua D. Mather		
<b>Signature:</b>	/joshuadmather/		

OP \$90.00 78433800

Date:

05/17/2006

**Total Attachments: 2**

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**Assignment of Trademark(s)**

WHEREAS:

**Right Media, LLC (A Delaware LLC)**  
**212 5th Avenue, 8th Floor**  
**New York, NY 10010**  
**United States**

(hereinafter "Assignor") has used the trademark(s) (hereinafter referred to as "the Mark(s)"), filed and/or registered in the United States Patent and Trademark Office as set forth on attached Schedule A; and WHEREAS:

**Right Media Inc. (a Delaware Corporation)**  
**212 5th Avenue, 8th Floor**  
**New York, NY 10010**  
**United States**

(hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Mark(s) and the registration therefor, together with the goodwill of the business in connection with which the Mark(s) are used and which is symbolized by the Mark(s), along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the Mark(s) and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Mark(s) are used and which are symbolized by the Mark(s), along with the right to recover for damages and profits for past infringements thereof. Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark(s) in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

  
11/21/2005  
By: Michael Walrath, Member/CEO, Right Media, LLC

**Schedule A**

Serial Number: 78433800  
Registration Number: 2983347  
Mark (words only): **RIGHT MEDIA**  
Filing Date: 2004-06-11  
Registration Date: 2005-08-09  
Register: Principal

Serial Number: 78716314  
Registration Number: (NOT AVAILABLE)  
Mark (words only): **YIELD MANAGER**  
Filing Date: 2005-09-20  
Registration Date: (DATE NOT AVAILABLE)  
Register: Principal

Serial Number: 78757206  
Registration Number: (NOT AVAILABLE)  
Mark (words only): **MEDIA GUARD**  
Filing Date: 2005-11-18  
Registration Date: (DATE NOT AVAILABLE)  
Register: Principal