

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, Inc.		08/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SmartShopper, Ltd.
Street Address:	Palm Grove House
Internal Address:	P.O. Box 438, Road Town
City:	Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2875133	SMART SHOPPER

CORRESPONDENCE DATA

Fax Number: (203)547-6129

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-662-9858

Email: crattner@optonline.net

Correspondent Name: Charles Rattner

Address Line 1: 12 Homewood Lane

Address Line 4: Darien, CONNECTICUT 06820-6109

ATTORNEY DOCKET NUMBER:

1050T014

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

OP \$40.00 2875133

900063081

TRADEMARK
REEL: 003431 FRAME: 0651

Address Line 4:

NAME OF SUBMITTER:

Charles Rattner

Signature:

/CHARLES RATTNER/

Date:

11/21/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 21, 2006, by and between HotBar.com, Inc., a Delaware corporation, having a business address at 226 W. 37th Street, 11th Floor, New York, NY 10018 (the "Assignor"), and SmartShopper Ltd., a corporation of the British Virgin Islands, having a business address at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands (the "Assignee").

Recitals

WHEREAS, the Assignor owns all right, title and interest in, to and under U.S. Trademark Registration No. 2,875,133 for SMART SHOPPER for "Shopping guide services, namely, providing information as to where goods/services can be purchased and providing links to other web sites where goods/services can be purchased, all via a global computer network" in class 35 (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. The Assignor shall, indemnify, protect, defend and hold Assignee, 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 Assignee hereby consents to the jurisdiction of the federal and state courts located in the City of New York in the State of New York.

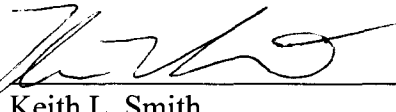
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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, this Assignment has been executed as of the date first written above.

HOTBAR.COM, INC, ("ASSIGNOR")

By:



Keith L. Smith
President