

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kanoodle.com, Inc.		02/21/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Search Newco, Inc.
Street Address:	2390 North Forest Road
Internal Address:	Suite 10
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76616090	BRIGHTADS
Registration Number:	2610179	KANOODLE.COM
Registration Number:	3133471	KEYWORDTARGET
Registration Number:	3074819	LOCALTARGET

**CORRESPONDENCE DATA**

Fax Number: (716)849-0349  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7168564000  
 Email: gsnyder@hodgsonruss.com  
 Correspondent Name: George L. Snyder, Jr.  
 Address Line 1: Hodgson Russ LLP  
 Address Line 2: One M&T Plaza, Suite 2000  
 Address Line 4: Buffalo, NEW YORK 14203-2391

CH \$115.00 76616090

ATTORNEY DOCKET NUMBER:	034812.00059
NAME OF SUBMITTER:	George L. Snyder, Jr.
Signature:	/george l snyder jr/
Date:	03/02/2007
Total Attachments: 3 source=TMAssigntoSearchNewco#page1.tif source=TMAssigntoSearchNewco#page2.tif source=TMAssigntoSearchNewco#page3.tif	

## TRADEMARK ASSIGNMENT TO SEARCH NEWCO, INC.

WHEREAS, **Kanoodle.com, Inc.**, a Delaware corporation having a principal office at 2390 North Forest Road, Suite 10, Getzville, NY 14068, (the "**Seller**") has used, is using, and is the sole and exclusive owner of the trademarks and/or service marks listed in Exhibit A attached hereto and made a part hereof (herein collectively the "**Marks**") and of the registrations and pending applications to register the Marks listed in Exhibit A, and all goodwill symbolized by the Marks (all of the above collectively referred to as "**Trademark Property**") on or connected to the associated goods produced and services heretofore offered by Seller; and

WHEREAS, **Search Newco, Inc.**, a Delaware corporation having a principal office at 2390 North Forest Road, Suite 10, Getzville, NY 14068, (the "**Buyer**") was desirous of acquiring all right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby, as from January 1, 2007.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of the sum of money to the Seller in hand paid or to be paid by the Buyer, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to the Buyer, all of the Seller's right, title and interest to the Trademark Property (said Trademark Property including the goodwill of the business symbolized by the Marks), and to any and all merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in any and all applications for registration, relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all registration or common law rights, or rights under any of the international conventions, unions, agreements, acts, treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which trademark or registration rights exist, as fully and entirely to the same extent as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made, and any and all claims for damages or injunctive relief by reason of infringements of such Trademark Property or any other common law right thereof, with the right to sue for past infringement, and collect the same for its own use and behalf for the use and behalf of its successors, assigns or other legal representatives, **nunc pro tunc and effective January 1, 2007.**

And the Seller hereby covenants that the Seller is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

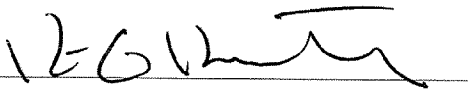
And the Seller hereby covenants that the covenants and conditions contained in this Trademark Assignment shall apply to and bind the Seller and its heirs, legal representatives, successors and permitted assigns.

TRADEMARK ASSIGNMENT TO SEARCH NEWCO, INC.

The Seller agrees that upon request by the Buyer, or its successors, assigns or other legal representatives that the Seller or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for the perfecting, securing and completing this assignment at the Buyer's expense and request, as well as provide such other material, information, or assistance as Buyer or its successors, assigns or other legal representatives may consider necessary.

**IN WITNESS WHEREOF**, the Seller has caused this Trademark Assignment to be duly executed and delivered as of the date indicated below, with full effect as of January 1, 2007.

**Kanoodle.com, Inc.**

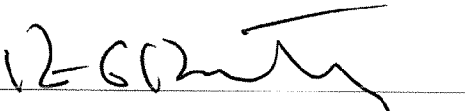
By: 

Printed Name: Kent G. Keating  
Title: Chairman

Date: 02/21/07

ACKNOWLEDGEMENT: Buyer hereby acknowledges and accepts the assignment made herein.

**Search Newco, Inc.**

By: 

Printed Name: Kent G. Keating  
Title: Chairman

Date: 02/21/07

TRADEMARK ASSIGNMENT TO SEARCH NEWCO, INC.

EXHIBIT A - MARKS

Item No.	Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
01	BRIGHTADS	United States	76/616090	10/15/2004	n/A	n/a
02	KANOODLE	Australia	984260	01/07/2004	984260	01/07/2004
03	KANOODLE.COM	Canada	1046461	02/10/2000	600297	01/22/2004
04	KANOODLE.COM	European Union	003576501	12/10/2003	003576501	07/14/2005
05	KANOODLE.COM	United States	75/776529	08/16/1999	2610179	08/20/2002
06	KEYWORDTARGET	United States	76/579861	03/08/2004	3133471	08/22/2006
07	LOCALTARGET	United States	76/567113	12/29/2003	3074819	03/28/2006

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