

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Q Interactive, Inc.		12/05/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	News America Marketing Interactive LLC		
<b>Street Address:</b>	1211 Avenue of The Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2854864	U-PONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	shirley.jean@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Shirley Jean		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	65441.0004		
<b>NAME OF SUBMITTER:</b>	Shirley Jean		
<b>Signature:</b>	/Shirley Jean/		
<b>Date:</b>	03/02/2007		

CH \$40.00 2854864

Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT (“Assignment”)**, dated as of December 5, 2006, is made by **Q INTERACTIVE, INC.**, a corporation organized under the laws of the State of Delaware (“**Q Interactive**”).

**WHEREAS**, the Company and News America Marketing Interactive, L.L.C. (“**Purchaser**”) are parties to an Asset Purchase Agreement dated as of December 5, 2006 (the “**Purchase Agreement**”), pursuant to which the Company has agreed to sell the Coupon Business as a going concern to Purchaser and Purchaser has agreed to purchase the Coupon Business from the Company;

**WHEREAS**, the Purchase Agreement requires that the parties hereto enter into this Assignment;

**WHEREAS**, Q Interactive owns the entire right, title and interest in and to the trademark registration listed on **Schedule A** (the “**Assigned Trademark**”); and

**WHEREAS**, Purchaser desires to acquire the entire right, title and interest in and to the Assigned Trademark, and Q Interactive is willing to assign the Assigned Trademark to Purchaser.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein and the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Q Interactive does hereby sell, assign and transfer to Purchaser, its entire right, title and interest in and to the Assigned Trademark together with the goodwill connected with and symbolized by the Assigned Trademark, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademark is granted, renewed or extended as fully and entirely as the same would have been held and enjoyed by Q Interactive if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to 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 present and future infringement of the rights assigned under this Assignment.
2. Q Interactive agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Purchaser its entire right, title and interest in and to the Assigned Trademarks.
3. Q Interactive hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment.

4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
5. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Q Interactive has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

Q INTERACTIVE, INC.

By: Matthew Wise  
Name: Matthew Wise  
Title: President

ATTESTATION OF WITNESS

I, Kimberly A. Felix, whose full post office address is One N. Dearborn, Chicago IL 60602, was personally present and did see Matthew Wise, who is personally known to me, execute the above assignment.

Kimberly A. Felix