

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
MarketProven, Inc.		03/27/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Intela LLC		
Street Address:	1495 Yarmouth Avenue		
Internal Address:	Suite A		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80304		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3106801	CRISPADS	
CORRESPONDENCE DATA			
Fax Number:	(719)633-1518		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	719-473-3800		
Email:	jill.chalmers@hro.com		
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	90 South Cascade Avenue		
Address Line 2:	Suite 1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	52027-00020		
NAME OF SUBMITTER:	Jill J. Chalmers		
Signature:	/jill j. chalmers/		

OP \$40.00 3106801

Date:

04/04/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into effective the 27 day of March, 2007, and is made by and between MarketProven, Inc., an Ontario (Canada) corporation d/b/a CrispAds ("Assignor"), and Intela LLC, a Colorado limited liability company ("Assignee") The parties listed above are referred to herein as the "Parties."

RECITALS

A. Assignor had adopted, used and has acquired common law rights in the mark CrispAds (the "Mark") and is the owner of the federal registration for CrispAds (U.S. Reg. No. 3,106,801; Registration Date: June 20, 2006) for dissemination of advertising for others via the Internet; online advertising services for others, namely, providing advertising space on Internet web sites (the "Registration").

B. The Parties have entered into an Asset Purchase Agreement dated Mar 22, 2007 pursuant to which Assignor has agreed to assign and transfer to Assignee the entire right, title and interest in and to the Mark and Registration in exchange for certain consideration set forth in the Asset Purchase Agreement. This Assignment sets forth the terms of such assignment and transfer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment of Trademark.** Assignor hereby irrevocably assigns and transfers to Assignee all right, title and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark and the Registration. Assignor acknowledges that it retains no right to use the Mark or the Registration and irrevocably and unconditionally waives any right, title, interest or claim in the Mark and the Registration.

2. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that (a) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party; (b) the Mark and the Registration are free and clear of all encumbrances, security interests, liens, charges or claims of any kind whatsoever; and (c) Assignor has not granted, directly or indirectly, any rights or interest whatsoever in the Mark or Registration to any third party.

3. **Additional Actions.** Assignor will take all actions necessary to effectuate the transfer of the Mark and the Registration to Assignee including, without limitation, recording the assignment with the United States Patent and Trademark Office within five business days from the date of execution of this Assignment. Assignor shall pay all amounts and fees associated with the assignment of the Mark and the Registration as contemplated herein. Assignor agrees to cooperate with Assignee and to do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments, as may be

necessary to perfect Assignee's rights in and to the Mark and the Registration and to otherwise carry out the intent of this Assignment.

4. **Restriction.** Assignor agrees not to challenge the validity of Assignee's ownership of the Mark or the Registration. Assignor will not adopt, use or register any mark or domain name that is confusingly similar to the Mark.

5. **Additional Terms.** The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Assignment will be deemed to have been made in, and will be construed pursuant to the laws of, the State of Colorado without regard to conflicts of laws provisions thereof. Any suit hereunder must be brought in the federal or state courts in Boulder County, Colorado, and both parties hereby agree to submit to the exclusive jurisdiction thereof.

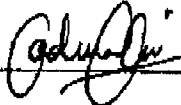
IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Assignment by their respective authorized representatives.

ASSIGNOR:

ASSIGNEE:

MARKETPROVEN, INC.

INTELA LLC

By:  _____

By: _____
James Mansfield, President