

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
DME HOLDINGS, LLC		04/20/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	DealerPower LLC		
Street Address:	C/O JM Dealer Services, Inc.		
Internal Address:	500 Jim Moran Boulevard		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3152618	DEALERPOWER	
CORRESPONDENCE DATA			
Fax Number:	(212)308-4844		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	954-667-6121		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Howard M. Gitten (C/M No. 47904.0024)		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	47904.0024 (JM FAMILY)		
NAME OF SUBMITTER:	Howard M. Gitten		
Signature:	/Howard M. Gitten/		

TRADEMARK

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CH 3152618 \$40.00

Date:

04/27/2007

Total Attachments: 3

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ASSIGNMENT FOR TRADEMARKS

THIS ASSIGNMENT FOR TRADEMARKS (this "Assignment") is made as of April 23, 2007 from DME HOLDINGS, LLC, a Florida limited liability company ("Assignor") to DEALERPOWER LLC, a Delaware limited liability company ("Assignee").

R E C I T A L S

WHEREAS, pursuant to a Contribution and Interest Purchase Agreement dated as of April 20, 2007 (the "Contribution Agreement") between Assignor, Assignee, JM Dealer Services, Inc, a Delaware corporation, AMG, LLC, a Florida limited liability company and Direct Mail Express, Inc., a Florida corporation, Assignor has agreed to contribute certain tangible and intangible assets, properties and rights to Assignee, constituting the Contributed Assets (as defined in the Contribution Agreement);

WHEREAS, in consideration for Assignor's sale, assignment, transfer, conveyance and delivery to Assignee of the Contributed Assets in accordance with the terms and conditions of the Contribution Agreement, Assignee shall issue the consideration to Assignor described in the Contribution Agreement;

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks, trademarks and trademark applications identified on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, in connection therewith, Assignee desires to acquire, and Assignor is willing to sell, assign, transfer and convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in, to and under the Trademarks, including common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for Assignee's own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements reasonably requested by Assignee to make a record with any Governmental Authorities (both foreign and domestic) of Assignee's ownership of all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

Assignor hereby represents and warrants that it is the sole owner of the Trademarks free and clear of all Liens.

All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to them in the Contribution Agreement.

This Assignment shall be construed under the laws of the United States of America and the State of Florida.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

DME HOLDINGS, LLC

By:

Name: Michael Panaggio

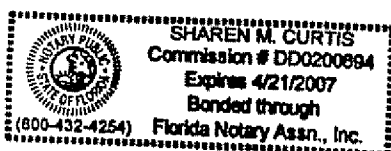
Title: Manager

STATE OF FLORIDA

:SS.:

COUNTY OF VOLUSIA

On April 20 2007 before me, the undersigned, personally appeared Michael Panaggio being the Manager of DME Holdings, LLC, a Florida limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Name: Sharen M. Curtis

Title: Senior Accountant

SCHEDULE A

Registration/ Application No.	Registration / Application Date	Mark	Country
3,152,618	October 10, 2006	DEALERPOWER	United States