

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RelevantNoise, Inc.		11/20/2007	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zeta Interactive Corporation		
<b>Street Address:</b>	90 Park Avenue		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3182942	RELEVANTNOISE LISTEN AND LEARN	
<b>Serial Number:</b>	77091281	SONAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)229-6468		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2132297468		
<b>Email:</b>	gdowd@gibsondunn.com		
<b>Correspondent Name:</b>	Grant Dowd		
<b>Address Line 1:</b>	333 South Grand Avenue		
<b>Address Line 2:</b>	c/o Gibson Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Grant Dowd		
<b>Signature:</b>	/Grant Dowd/		

OP \$65.00 3182942

Date:

11/20/2007

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of November 15, 2007 (the "Effective Date"), by and between RelevantNoise, Inc., a New Jersey corporation ("Assignor"), and Zeta Interactive Corporation, a Delaware corporation with a business address of 90 Park Avenue, 16<sup>th</sup> Floor, New York, New York 10016 ("Assignee").

### 1.0 Assignment.

1.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Marks and the Applications and Registrations set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the "Trademarks"), 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.

1.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

### 2.0 Miscellaneous.

2.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New Jersey and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor, has executed this Assignment below effective as of the Effective Date.

RELEVANTNOISE, INC.

By: 

Name:

Title:

Scott GoldThwaitte  
CO- founder

Exhibit A

**Trademarks**

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Country</u>
Relevantnoise listen and learn & Design	3,182,942	U.S.
Sonar & Design	77/091,281	U.S.

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