

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance to read as "assigns the entire interest and goodwill" previously recorded on Reel 003665 Frame 0350. Assignor(s) hereby confirms the original assignment incorrectly states the nature of conveyance as an "assignment of an undivided part of assignor's interest".

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DigitalGrit, Inc.		11/20/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Zeta Interactive Corporation
Street Address:	90 Park Avenue
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2537323	DIGITALGRIT

CORRESPONDENCE DATA

Fax Number: (213)229-6468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2132297468
 Email: gdowd@gibsondunn.com
 Correspondent Name: Grant Dowd
 Address Line 1: 333 South Grand Avenue
 Address Line 2: c/o Gibson Dunn & Crutcher LLP
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Grant Dowd
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OP \$40.00 2537323

Signature:	/Grant Dowd/
Date:	12/04/2007
Total Attachments: 7 source=DigitalGrit Trademark Assignment to Zeta#page1.tif source=DigitalGrit Trademark Assignment to Zeta#page2.tif source=DigitalGrit Notice of Recordation#page1.tif source=DigitalGrit Notice of Recordation#page2.tif source=DigitalGrit Notice of Recordation#page3.tif source=DigitalGrit Notice of Recordation#page4.tif source=DigitalGrit Notice of Recordation#page5.tif	

TO: GRANT DOWD COMPANY: 333 SOUTH GRAND AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/20/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	DigitalGrit, Inc.		11/20/2007
			Entity Type
			CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Zeta Interactive Corporation		
Street Address:	90 Park Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2537323	DIGITALGRIT
CORRESPONDENCE DATA			
Fax Number:	(213)229-6468		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2132297468		
Email:	gdowd@gibsondunn.com		
Correspondent Name:	Grant Dowd		
Address Line 1:	333 South Grand Avenue		
Address Line 2:	c/o Gibson Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Grant Dowd		
Signature:	/Grant Dowd/		
Date:	11/20/2007		

OP \$40.00 2537323

TRADEMARK
REEL: 003671 FRAME: 0742

TO: GRANT DOWD COMPANY: 333 SOUTH GRAND AVENUE

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 DigitalGrit, Inc., a New Jersey corporation ("Assignor"), and Zeta Interactive Corporation, a Delaware corporation with a business address of 90 Park Avenue, 16th 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.

DIGITALGRIT, INC.

By:
Name:
Title:



Scott Goldthwaite
co-founder

Exhibit A

Trademarks

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Country</u>
DIGITALGRIT	2,537,323	U.S.
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