

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
Modem Media, Inc.		12/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Publicis, Inc.		
Street Address:	132 Pierpoint Avenue, Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77011696	MODEM	
Registration Number:	2539442	M	
Registration Number:	2327599	MODEM MEDIA	
Registration Number:	2308153	MODEM MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Attn: Trademark Administrator		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	100742-136915		
NAME OF SUBMITTER:	Miriam J. Rovner		

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Signature:	/mjr/
Date:	01/17/2008
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ASSIGNMENT OF TRADEMARKS

Dated: As of December 31, 2007

This Assignment of Trademarks, dated as of December 31, 2007 (this "Assignment"), is by and between Modem Media, Inc., a corporation organized and existing under the laws of the state of Delaware and having a principal place of business at 230 East Avenue, Norwalk, Connecticut ("Assignor"), and Publicis, Inc., a corporation organized and existing under the laws of the state of Utah and having a principal place of business at 132 Pierpont Avenue, Suite 200, Salt Lake City, Utah 84101 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks, and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee of even date herewith, Assignee is acquiring substantially all of the assets of Assignor, and in connection with such acquisition, Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, all terms and conditions of the Asset Purchase Agreement are hereby incorporated herein by reference, and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with all of the goodwill symbolized thereby and appurtenant thereto.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current or future infringement of the Marks (or any of them), as well as the right to sue for and collect the same for its own use and enjoyment.

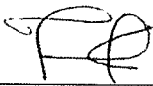

3. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any other official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

4. This Assignment may be executed in counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same document. Delivery of an executed counterpart via telephone facsimile or electronic mail transmission will be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Assignor:

MODEM MEDIA, INC.,

By:  
Name: ~~Martin Reidy~~ FRANK GALLON
Title: ~~President~~ TREASURER

Assignee:

PUBLICIS, INC.,

By: _____
Name: Doug Henderson
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.


Assignor:

MODEM MEDIA, INC.,



By: _____
Name: Martin Reidy
Title: President

Assignee:

PUBLICIS, INC.,

By:  _____
Name: Doug Henderson
Title: President

SCHEDULE A

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
MODEM	77/011,696	n/a
	76/040,452	2,539,442
	75/348,248	2,327,599
MODEM MEDIA	75/086,405	2,308,153