

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
Medialink Worldwide Incorporated		08/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TTX (US) LLC		
Street Address:	708 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2804002	TELETRAX	
CORRESPONDENCE DATA			
Fax Number:	(212)983-3115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 935 3000		
Email:	cbaker@mintz.com		
Correspondent Name:	Christine M. Baker, Esq.		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	37608-004		
NAME OF SUBMITTER:	Christine M. Baker, Esq.		
Signature:	/cmbaker/		
Date:	09/12/2008		

CH \$40.00 2804002

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment of Trademarks and Domain Names (this "Agreement") is entered into as of August 29, 2008, by and among Medialink Worldwide Incorporated, a Delaware corporation ("Assignor") on the one hand, and TTX Limited, an English company ("TTX UK") and TTX (US) LLC, a New York limited liability company ("TTX US", and together with TTX UK, collectively referred to as the "TTX Entities") on the other hand.

WHEREAS, Assignor is the owner of the trademark identified in Schedule 1 ("UK Trademark") and the trademark identified on Schedule 2 ("US Trademark"), each attached hereto and fully incorporated herein;

WHEREAS, Assignor has registered the domain names identified in Schedule 3 ("Domain Names"), attached hereto and fully incorporated herein;

WHEREAS, Assignor desires to sell, transfer and assign to TTX UK, all right, title and interest in and to the UK Trademark and any registrations thereof (the "UK Trademark Registrations"), and to TTX US, all right, title and interest in and to the US Trademark and any registrations thereof (the "US Trademark Registrations").

WHEREAS, Assignor desires to sell, transfer and assign to the TTX Entities all right, title and interest in and to the Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. UK Assignment. Assignor hereby irrevocably assigns, transfers and conveys to TTX UK all of Assignor's worldwide right, title and interest in and to the UK Trademark and the UK Trademark Registration (and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the UK Trademark and UK Trademark Registration, and all rights to profits, damages and other relief for any past, present and future infringement of the UK Trademark or UK Trademark Registration, and the right to sue and collect the same for TTX UK's own use and benefit and the benefit of TTX UK's successors, assigns, or legal representatives.

2. US Assignment. Assignor hereby irrevocably assigns, transfers and conveys to TTX US all of Assignor's worldwide right, title and interest in and to the US Trademark and the US Trademark Registration (and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the US Trademark and US Trademark Registration, and all rights to profits, damages and other relief for any past, present and future infringement of the US Trademark or US Trademark Registration, and the right to sue and collect the same for TTX US's own use and benefit and the benefit of TTX US's successors, assigns, or legal representatives.

3. Assignment of Domain Names. Assignor hereby irrevocably assigns, transfers and conveys to the TTX Entities all of Assignor's worldwide right, title and interest in and to the Domain Names (and all renewals and extensions thereof).

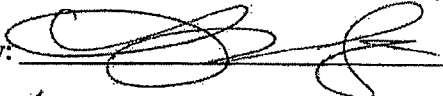
4. Assignor hereby irrevocably assigns, transfers and conveys to the TTX Entities all of Assignor's worldwide right, title and interest in and to any other rights, unregistered or registered, in the name TELETRAX, together with the goodwill of the business associated with or symbolized by the name TELETRAX, and all rights to profits, damages and other relief for any past, present and future infringement of other rights in the name TELETRAX, and the right to sue and collect the same for the TTX Entities' own use and benefit and the benefit of the TTX Entities' successors, assigns, or legal representatives.

5. Assignor will execute and promptly deliver, or cause its Affiliates to execute and promptly deliver, any and all documents required for the assignment to TTX US and TTX UK of the UK Trademark, the US Trademark and the Domain Names in order to enable TTX US and TTX UK to record the assignment in the territories concerned. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes TTX US and TTX UK to apply for the recordal of the assignment of the UK Trademark, the US Trademark and the Domain Names and to request the trademark offices and the domain name registrars in the territories concerned to issue to TTX US and TTX UK as the assignees of all right, title and interest in and to the UK Trademark, the US Trademark and the Domain Names, any and all documents covering the UK Trademark, the US Trademark and the Domain Names, or otherwise as TTX US and TTX UK would direct.

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IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of August 29, 2008.

MEDIALINK WORLDWIDE INCORPORATED

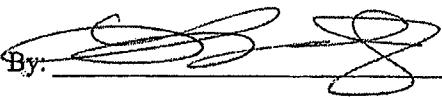
By: 

LAURENCE MOSKOWITZ
Name

CEO
Title

Accepted and acknowledged:

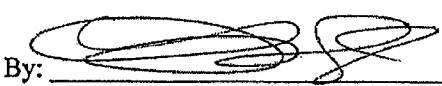
TTX (US) LLC

By: 

LAURENCE MOSKOWITZ
Name

CHAIRMAN
Title

TTX LIMITED

By: 

LAURENCE MOSKOWITZ
Name

CHAIRMAN
Title

SCHEDULE 2

US TRADEMARKS:

TELETRAX trademark registration no. 2804002