

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOOGLE, Inc.		09/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MarketForward Corporation		
<b>Street Address:</b>	208 South LaSalle Street		
<b>Internal Address:</b>	Suite 814		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2653808	PERFORMICS	
Registration Number:	2657068	PERFORMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Fizzell, Tobias		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	J. Tobias Fizzell		
<b>Signature:</b>	/J. Tobias Fizzell/		
<b>Date:</b>	09/30/2008		

OP \$65.00 2653808

**Total Attachments: 7**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of September 9, 2008 by and among: (a) Google Inc., a Delaware corporation, Performics, Inc., an Illinois corporation, DoubleClick International Internet Advertising Limited, an Irish corporation, on behalf of itself and as agent and on behalf of each of the DoubleClick Europe Subsidiaries, and DoubleClick International Asia BV, a Netherlands corporation, on behalf of itself and as agent and on behalf of each of the DoubleClick Asia Subsidiaries, on the one hand (each a "Seller" and collectively, the "Sellers"); and (b) Market Forward Corporation (the "Designated Buyer"), an Illinois corporation and indirect wholly owned subsidiary of Publicis Groupe, S.A., on the other hand.

WHEREAS, the Sellers and Publicis Group U.S. Investments, LLC ("Publicis") have entered into an Asset Purchase Agreement dated as of August 5, 2008 (the "Purchase Agreement");

WHEREAS, Publicis has assigned certain of its rights and obligations under the Purchase Agreement to the Designated Buyer;

WHEREAS, the Sellers are the owners of the Transferred Intellectual Property, as set forth in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Publicis agreed to purchase the Purchased Assets from the Sellers, including all of the Sellers' right, title and interest in and to the Transferred Intellectual Property (which includes, without limitation, the Trademarks and registrations therefor listed on Schedule A, attached hereto and incorporated herein by reference); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions of the Purchase Agreement, the Sellers do hereby agree as follows:

**1. Definitions.** Unless specifically designated otherwise, capitalized terms used in this Assignment shall have the meanings given them in the Purchase Agreement.

**2. Assignment.** The Sellers hereby sell, grant, transfer and assign to the Designated Buyer all of the Sellers' right, title and interest in and to the Transferred Intellectual Property and all causes of action for damages, including by reason of past or present infringement or misappropriation thereof, and all income, royalties, or payments due as of the date hereof or hereafter, free and clear of Encumbrances (other than Permitted Encumbrances). The Sellers hereby sell, grant, transfer and assign to the Designated Buyer all Patent, Copyrights, Trade Secrets and other intellectual property rights in and to Transferred Intellectual Property, including all copyrights in any Software included in the Transferred Intellectual Property worldwide, any and all registrations of copyrights in such Software and other Transferred Intellectual Property, any and all certificates of copyright registration for such Software and other Transferred Intellectual Property, any and all applications to register copyrights in such Software and other Transferred Intellectual Property. Sellers hereby sell, grant, transfer and

assign to the Designated Buyer all right, title, and interest in and to the Trademarks, and the registrations and the applications thereof, together with all common-law rights and goodwill of the business symbolized by the Trademarks and the registrations and the applications. Sellers agree not to use the Trademarks or any variations of the Trademarks after execution of this Agreement except as otherwise permitted pursuant to a license between Sellers and Designated Buyer. Furthermore, Sellers agree not to challenge the validity of the Transferred Intellectual Property or title of Designated Buyer to the Transferred Intellectual Property.

3. **Further Assurances.** The Sellers hereby covenant and agree that, at any time and from time to time after the date hereof, at the Designated Buyer's reasonable request, the Sellers will take all actions and execute and deliver such other instruments of transfer, and provide testimony by affidavit or other appropriate means, and take such other action as the Designated Buyer may reasonably request to transfer to the Designated Buyer, and to confirm the Designated Buyer's title to or interest in and to, and to record and perfect the interest of the Designated Buyer in and to, the Transferred Intellectual Property, and to consummate the other transactions contemplated hereby.

4. **Severability.** If any provision of this Assignment is determined by any Governmental Authority or arbitrator of competent jurisdiction and authority to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision will be stricken from this Assignment and the remainder of this Assignment will be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be treated as if they were originals.

6. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

7. **Construction.** Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, enlarge, exceed, expand, limit, reduce, diminish or in any way affect the provisions of the Purchase Agreement, nor shall this Assignment expand or enlarge any of the remedies available to the Purchaser under the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment is intended only to effect the transfer of the Transferred Intellectual Property sold and purchased under the Purchase Agreement and shall be governed in accordance with the terms of the Purchase Agreement.

8. **Amendments.** This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Sellers, Publicis and the Designated Buyer.


9. **Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.6 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

10. **No Third Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

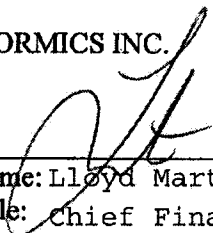
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.


GOOGLE INC.

By:   
Name: Kent Walker  
Title: Vice President, General Counsel  
& Assistant Secretary

PERFORMICS INC.

By:   
Name: Lloyd Martin  
Title: Chief Financial Officer and Treasurer

DOUBLECLICK INTERNATIONAL INTERNET  
ADVERTISING LIMITED

By:   
Name: Lloyd Martin  
Title:

DOUBLECLICK INTERNATIONAL ASIA BV

By: \_\_\_\_\_  
Name: Graham Law  
Title:

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

TRADEMARK  
REEL: 003862 FRAME: 0150

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

GOOGLE INC.

By: \_\_\_\_\_  
Name:  
Title:

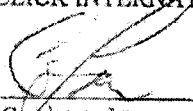
PERFORMICS INC.

By: \_\_\_\_\_  
Name: Lloyd Martin  
Title: Chief Financial Officer and Treasurer

DOUBLECLICK INTERNATIONAL INTERNET  
ADVERTISING LIMITED

By: \_\_\_\_\_  
Name: Lloyd Martin  
Title:

DOUBLECLICK INTERNATIONAL ASIA BV

By:  \_\_\_\_\_  
Name: Graham Law  
Title:

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

TRADEMARK  
REEL: 003862 FRAME: 0151

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

MARKET FORWARD CORPORATION

By: C. Hecht  
Name: \_\_\_\_\_  
Title: CURT HECHT  
President

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

OHS West:260497536.1

CILIB-2201596.2

TRADEMARK  
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## SCHEDULE A

### TRADEMARKS

<b>Country</b>	<b>Mark</b>	<b>Application. No.</b> <b>Application. Date</b>	<b>Reg. No.</b> <b>Reg. Date</b>
Canada	PERFORMICS	1116366 9/21/2001	TMA603126 02/24/2004
Community Trade Mark	PERFORMICS	2381390 9/19/2001	2381390 09/19/2001
United States of America	PERFORMICS	76/288415 7/20/2001	2653808 11/26/2002
United States of America	Performics Logo	76/197039 1/22/2001	2657068 12/3/2002

SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY

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RECORDED: 09/30/2008

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