

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
Carlson Marketing Worldwide, Inc.		01/23/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	1to1 Marketing, LLC
Street Address:	901 Main Avenue
Internal Address:	Suite 212
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2401235	1TO1
Registration Number:	2435782	1TO1
Registration Number:	2571018	1TO1 MARKETER
Registration Number:	2492058	IDIC
Registration Number:	2549656	INSIDE 1 TO 1
Serial Number:	77205733	PEPPERS & ROGERS
Registration Number:	2469957	PEPPERS & ROGERS GROUP
Registration Number:	3184457	RETURN ON CUSTOMER

CORRESPONDENCE DATA

Fax Number: (612)332-9081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612/336-4615
 Email: rerickson@merchantgould.com

OP \$215.00 2401235

Correspondent Name: Christopher J. Schulte
Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	16250.00000001
NAME OF SUBMITTER:	Christopher J. Schulte
Signature:	/Christopher J. Schulte/
Date:	02/16/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Trademark Assignment**"), between Carlson Marketing Worldwide, Inc., a corporation organized under the laws of the New Jersey, U.S.A. and its Peppers & Rogers Group division (collectively "**CMW**"), and 1to1 Marketing, LLC, a limited liability company organized under the laws of Delaware ("**1to1/US**"), is effective upon January 23, 2009 (the "**Effective Date**"). Capitalized terms not defined in this Trademark Assignment will have the meaning set forth in the Asset Purchase Agreement dated August 27, 2008 between the parties hereto and the other parties named therein (the "**APA**").

RECITALS

- A. CMW owns certain rights in and to the registered Marks and pending applications for Marks which are listed in Exhibit 2.1(b) attached hereto, together with the goodwill associated therewith (collectively, the "**Transferred Marks**");
- B. Pursuant to the APA, CMW has agreed to assign, and 1to1/US wishes to acquire, all of CMW's right, title and interest in and to the Transferred Marks;
- C. 1to1/US is CMW's successor with respect to the business to which the Transferred Marks pertain, and the business is ongoing and existing.

NOW, THEREFORE, in consideration of, among other things, the payment by 1to1/US of the Purchase Price set forth in the APA and in further consideration of the mutual covenants and agreements contained in the APA, the receipt and sufficiency of which are hereby acknowledged, CMW and 1to1/US agree as follows:

1. Assignment. Effective as of the Effective Date, CMW does hereby assign to 1to1/US, all of CMW's right, title and interest in and to the Transferred Marks and the goodwill of the business connected therewith and symbolized thereby.
2. Relationship with the APA. This Trademark Assignment is intended to evidence the consummation of the transactions contemplated by the APA. This Trademark Assignment is made without representation or warranty except as provided in and by the APA. This Trademark Assignment is in all respects subject to the provisions of the APA and is not intended in any way to supersede, limit or qualify any provision of the APA.
3. Further Assurances. CMW hereby covenants and agrees to and with 1to1/US, its successors, legal representatives and assigns, that CMW will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the transfer of CMW's interest in the Transferred Marks.

4. Recordation. 1to1/US shall be responsible for recording this Trademark Assignment with the U.S. Patent and Trademark Office, other international trademark authorities, and elsewhere as may be required.
5. Successors. This Trademark Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of CMW and 1to1/US.

IN WITNESS WHEREOF, CMW and 1to1/US have caused this Trademark Assignment to be duly executed as of the date first written above.

Carlson Marketing Worldwide, Inc.

A Phillips
 By: Anita Phillips
 Its: CFO

STATE OF _____)
) SS:
 COUNTY OF _____)

Subscribed and sworn to this 27 day of August, 2008 by Anita Phillips,
 known to me to be the CFO of Carlson Marketing Worldwide, Inc.

(seal)

Notary Public: Joan Marie Claude
 My Commission Expires: January 31, 2010

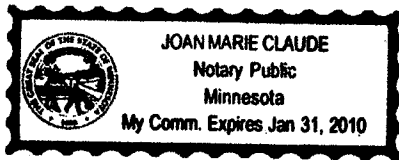


Exhibit 2.1(b)

Registered Marks and Pending Applications

Mark	Country	Class	Status	Appl. No.	Reg. No.	Appl. Date	Reg.
1TO1	Australia	16	Registered	837338	837338	6/1/2000	6/1/2000
1TO1	Brazil	41	Filed	822577216		8/30/2000	
1TO1	Brazil	16	Filed	822577224		8/30/2000	
1TO1	Brazil	42	Filed	822577208		8/30/2000	
1TO1	Mexico	35	Registered	465765	811319	1/12/2001	10/28/2001
1TO1	Mexico	41	Registered	465766	721503	1/12/2001	10/31/2001
1TO1	South Africa	35	Registered	0025417	0025417	12/20/2000	10/6/2001
1TO1	South Africa	41	Registered	0025418	0025418	12/20/2000	10/6/2001
1TO1	United States	35,41	Registered	75/481087	2401235	5/6/1998	11/7/1998
1TO1	Venezuela	35	Registered	008983	026410	5/30/2000	11/10/2000
1TO1	Venezuela	41	Registered	008984	025787	5/30/2000	11/1/2000
1TO1 (STYLIZED)	United States	16	Registered	75/654648	2435782	3/5/1999	3/13/1999
1TO1 MARKETER	United States	16	Registered	76/126674	2571018	9/12/2000	5/21/2001
IDIC	United States	35	Registered	75/889516	2492058	1/6/2000	9/25/2000
INSIDE 1 TO 1	United States	16	Registered	76/183837	2549656	12/20/2000	3/19/2001
MARKETING 1:1/ PEPPERS & ROGERS GROUP	Community Trademark	35,41	Registered	0931899	0931899	9/16/1998	2/3/2000
PEPPERS & ROGERS	United States	35,41	Filed	77/205733		6/14/2007	
PEPPERS & ROGERS GROUP	Australia	35,41	Registered	837334	N837334	6/1/2000	6/1/2000
PEPPERS & ROGERS GROUP	Brazil	35	Filed	828921776		12/27/2006	
PEPPERS & ROGERS GROUP	Brazil	41	Filed	828921768		12/27/2006	
PEPPERS & ROGERS GROUP	Canada	N/A	Filed	1336820		2/23/2007	
PEPPERS & ROGERS GROUP	Community Trademark	35,41,42	Registered	5525936	5525936	12/5/2006	11/29/2006

Mark	Country	Class	Status	Appl. No.	Reg. No.	Appl. Date	Reg.
PEPPERS & ROGERS GROUP	Kuwait	35	Registered	82508	69039	1/17/2007	1/17/
PEPPERS & ROGERS GROUP	Kuwait	41	Registered	82509	69040	1/17/2007	1/17/
PEPPERS & ROGERS GROUP	Mexico	35	Registered	465763	773927	1/12/2001	1/13/
PEPPERS & ROGERS GROUP	Russian Federation	35,41	Filed	06735486		12/6/2006	
PEPPERS & ROGERS GROUP	Saudi Arabia	35	Filed	114968		3/31/2007	
PEPPERS & ROGERS GROUP	Saudi Arabia	41	Filed	114969		3/31/2007	
PEPPERS & ROGERS GROUP	Singapore	35	Registered	0101245	0101245	1/30/2001	7/18/
PEPPERS & ROGERS GROUP	Singapore	41	Registered	0009436	0009436	6/1/2000	6/19/
PEPPERS & ROGERS GROUP	South Africa	35	Registered	0025415	0025415	12/20/2000	3/26/
PEPPERS & ROGERS GROUP	South Africa	41	Registered	0025416	0025416	12/20/2000	3/26/
PEPPERS & ROGERS GROUP	Switzerland	35,41	Registered	6107806	557380	12/6/2006	5/2/2
PEPPERS & ROGERS GROUP	Turkey	35,41	Registered	0662920	0662920	12/19/2006	12/19
PEPPERS & ROGERS GROUP	United Arab Emirates	35	Filed	92871		4/11/2007	
PEPPERS & ROGERS GROUP	United Arab Emirates	41	Filed	92872		4/11/2007	
PEPPERS & ROGERS GROUP	United States	35,41	Registered	75/352469	2469957	9/5/1997	7/17/
PEPPERS & ROGERS GROUP EUROPE/ MARKETING 1TO1	Community Trademark	35,41,42	Registered	001139070	001139070	4/15/1999	7/3/2
PEPPERS + ROGERS GROUP	Singapore	41	Registered	0101246	0101246	1/30/2001	7/13/
RETURN ON CUSTOMER	Community Trademark	35	Registered	3933413	3933413	7/14/2004	3/16/
RETURN ON CUSTOMER	United States	35	Registered	78/411308	3184457	4/30/2004	12/12
ROC	Community Trademark	35	Registered	3949583	3949583	7/14/2004	9/20/

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