

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
POPULARMEDIA, INC.		06/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	STRONGMAIL SYSTEMS, INC.		
Street Address:	1300 ISLAND DRIVE, SUITE 200		
City:	REDWOOD SHORES		
State/Country:	CALIFORNIA		
Postal Code:	94065-5171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3131154	POP COMMERCE	
Registration Number:	3594422	POPULARMEDIA	
Registration Number:	3586899	SOCIALNOTES	
Serial Number:	77657412	INFLUENCER ADS	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONES DAY		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	11637-012/013/014/015-999		
NAME OF SUBMITTER:	Stephen F. Kampmeier		

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**TRADEMARK
 REEL: 004036 FRAME: 0173**

Signature:	/Stephen F Kampmeier/
Date:	08/03/2009
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, POPULARMEDIA, INC., a Delaware corporation (“Assignor”), is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights thereto (hereinafter the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, STRONGMAIL SYSTEMS, INC., a Delaware corporation (“Assignee”), is desirous of acquiring said rights in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith; and

WHEREAS, Assignor further covenants and agrees that it will sign all lawful papers, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, as reasonably necessary to complete and perfect the transfer of said Trademarks in all countries.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past infringements, if any.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

POPULARMEDIA, INC.

Date:

By:

Name:

Title:

[Handwritten Signature]
James Calhoun
CEO

State of *California* } SS.:
County of *San Francisco*

On *6/30/09*, 2009, before me, *Mardy Garcia, Notary Public*, personally appeared *James Newbold Calhoun* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in *his/her/their* authorized capacity(ies), and that by *his/her/their* signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Handwritten Signature]



[Signature page to Assignment of Trademarks]

Schedule A

PopularMedia, Inc.'s Federal Trademark Registrations

Mark	Description of Goods/Services	Reg. #	Reg. Date	Next Deadline
POP COMMERCE	IC 35: Promoting the goods and services of others through design and implementation of interactive viral or internet word of mouth marketing programs through which users learn about products or services and participate in a point accumulation program, receive a gift card or product or receive other valuable consideration for participating in the marketing program	3,131,154	8/15/06	Section 8 and 15 Declaration due 8/15/12
POPULARMEDIA	IC 35: Online advertising and marketing services. IC 42: Providing temporary use of on-line non-downloadable software for database management and uploading, publishing, sharing, and managing website content for use in the marketing and advertising fields.	3,594,422	3/24/09	Section 8 and 15 Declaration due 3/24/15
SOCIALNOTES	IC 9: A downloadable software widget program for sharing of website content across social networks, blogs, and email, for use in the marketing and advertising fields.	3,586,899	3/10/09	Section 8 and 15 Declaration due 3/10/15

PopularMedia, Inc.'s Pending Federal Trademark Application

Mark	Description of Goods/Services	Ser. #	Filing Date	Status
INFLUENCER ADS	IC 42: Providing temporary use of on-line non-downloadable software for database management and uploading, publishing, sharing, and managing website content for use in the marketing and advertising fields	77/657,412	1/27/09	Pending, Response to Office Action due 10/13/09

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