

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
Vidloop LLC		08/08/2009	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Chris Messina		
Street Address:	672 Church Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94114		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77234085	METODAY	
CORRESPONDENCE DATA			
Fax Number:	(208)345-8370		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2083451122		
Email:	julie@dykaslaw.com		
Correspondent Name:	Stephen M. Nipper		
Address Line 1:	PO Box 877		
Address Line 4:	Boise, IDAHO 83701		
ATTORNEY DOCKET NUMBER:	CIAG402		
NAME OF SUBMITTER:	Stephen M. Nipper		
Signature:	/Stephen M. Nipper/		
Date:	08/10/2009		

OP \$40.00 77234085

Total Attachments: 2

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AGREEMENT

WHEREAS, VIDOOP LLC, an Oklahoma Limited Liability Company (hereinafter "ASSIGNOR"), with its principal place of business located at 117 NW 5th Avenue, St. 210, Portland, OR 97209, has a pending intent-to-use trademark application in the United States Patent and Trademark Office as follows: Serial No.: 77/234085; Mark: METODAY™ (hereinafter "THE TRADEMARK");

WHEREAS, ASSIGNOR owns or has potential rights to the domain names: <http://eaut.org>, <http://emailtoid.net>, <http://emailtoid.org>, <http://emailtoid.com>, and <http://metoday.com> (hereinafter collectively "THE DOMAINS");

WHEREAS, Chris Messina (hereinafter "ASSIGNEE"), an individual residing at 672 Church Street, San Francisco, CA 94114, is desirous of acquiring THE TRADEMARK, its goodwill, the pending application therefore, and THE DOMAINS;

WHEREAS ASSIGNOR owes ASSIGNEE back wages in the amount of \$3250.00, hereinafter the "BACK WAGES";

WHEREFORE the ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNEE will waive his right to said BACK WAGES.

ASSIGNOR agrees that the BACK WAGES shall be subject to all required employee paid payroll taxes (federal income taxes, state income taxes, employee's share of FICA and FUTA taxes, and other state-specific statutory deductions), and ASSIGNOR shall pay all required employee paid payroll taxes on the BACK WAGES, reporting the BACK WAGES payment to ASSIGNEE on an IRS Form W-2.

ASSIGNOR shall and does hereby assign THE TRADEMARK to ASSIGNEE, including the full and exclusive right, title and interest to THE TRADEMARK together with the goodwill of the business symbolized by THE TRADEMARK, and including the right to sue for past infringements thereof;

ASSIGNOR shall and does hereby assign all rights to, and relinquishes all rights to, THE DOMAINS and will work with ASSIGNEE to effectuate the transfer of THE DOMAINS as necessary.

Representations and Warranties. Each of the parties represents and warrants that the person signing this Agreement is authorized to sign on its behalf. ASSIGNOR represents and warrants (1) that it has not previously assigned or licensed to any third party any of the rights transferred and assigned to ASSIGNEE pursuant to this Agreement; (2) that it shall not transfer to any other party any of the rights intended to be transferred and assigned to ASSIGNEE

pursuant to this Agreement; and (3) that it has the full and unencumbered right to enter into this Agreement and to grant to ASSIGNEE the rights transferred and assigned to ASSIGNEE herein. In addition, ASSIGNOR represents and warrants that no third party has challenged or has threatened to challenge, or to ASSIGNOR's knowledge, has the right to challenge ASSIGNOR's ownership of the mark or ASSIGNOR's right to transfer ownership of the mark to ASSIGNEE.

Confidentiality. Each party recognizes and acknowledges that the terms of this Agreement are confidential and will not disclose any or all of its terms to any third party without the prior written consent of the other party. However, the parties may disclose the terms of this Agreement as required by court order or applicable law. Notwithstanding the foregoing, ASSIGNEE understands and agrees that ASSIGNOR intends to and may disclose this transaction to Vidoop, Inc. prior to ASSIGNOR's execution of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

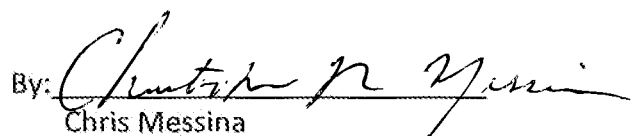
Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings and discussions between the parties, whether written or oral, with respect to such subject matter. Any amendment or modification to this Agreement must be in a writing signed by both parties.

Enforcement. It is the belief of the parties that this Agreement does not contain any provisions contrary to law. If, however, any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement shall continue in full force and effect. The undersigned have read, understand, and agree to the terms of this Agreement and have had the opportunity to consult with legal counsel regarding this Agreement.

VIDOOP LLC

CHRIS MESSINA

By: 
Joel Norvell, Manager

By: 
Chris Messina

Dated: August 8, 2009

Dated: August 8, 2009