

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
MediaWhiz, Inc.		08/11/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	MediaWhiz Holdings, Inc.		
Street Address:	75 Broad Street		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065670	MEDIA WHIZ	
CORRESPONDENCE DATA			
Fax Number:	(212)753-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-935-6020		
Email:	drimas@kleinzelman.com		
Correspondent Name:	David O. Klein		
Address Line 1:	485 Madison Avenue		
Address Line 2:	15th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	David O. Klein		
Signature:	/dok/		
Date:	08/11/2009		

OP \$40.00 3065670

Total Attachments: 1
source=20090811101534#page1.tif

Service Mark Assignment Agreement

THIS AGREEMENT, dated as of the 11th day of August, 2009, by and between MediaWhiz, Inc., a New York corporation, with a principal place of business located at 75 Broad Street, 23rd floor, New York, New York 10004 (hereinafter referred to as "Assignor") and MediaWhiz Holdings, Inc., a Delaware corporation, with a principal place of business located at 75 Broad Street, 23rd floor, New York, New York 10004 (hereinafter referred to as "Assignee").

WHEREAS, Assignor possesses one (1) service mark, "Media Whiz" (United States Patent & Trademark Office Registration Number 3,065,670) (hereinafter referred to as the "Mark").

WHEREAS, the Assignor desires to transfer the Mark to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor has agreed to assign, and Assignee has agreed to accept, all rights, title and interest in the Mark. Upon such transfer, Assignor shall have no further interest in the Mark, or liabilities with respect to the Mark.

This Agreement is the complete and only statement of the understanding between the parties and supersedes and merges all prior proposals and understandings between them concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date first written above.

MediaWhiz, Inc.:

By: 

Name: Jonathan Shapiro

Title: CEO

MediaWhiz Holdings, Inc.:

By: 

Name: Tom Lenzette

Title: CEO