

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
Lowenstein Enterprises Corporation		11/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Future Ads LLC		
Street Address:	1920 Main Street		
Internal Address:	Suite 550		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3560478	FUTURE ADS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-7677		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2024087600		
Email:	jeannette@lutzker.com, joanna@lutzker.com, allison@lutzker.com		
Correspondent Name:	Jeannette Maurer Carmadella		
Address Line 1:	1233 20th St. NW		
Address Line 2:	Suite 703		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	566.007		
NAME OF SUBMITTER:	Jeannette Maurer Carmadella		

OP \$40.00 3560478

Signature:	/jeannetteaurercamadella/
Date:	08/21/2009
Total Attachments: 6 source=LEC Assignment- 113008#page1.tif source=LEC Assignment- 113008#page2.tif source=LEC Assignment- 113008#page3.tif source=LEC Assignment- 113008#page4.tif source=LEC Assignment- 113008#page5.tif source=LEC Assignment- 113008#page6.tif	

ASSET ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE dated November 30, 2008, by and between Lowenstein Enterprises Corporation, a Delaware corporation d/b/a Future Ads, on the one hand (the “Assignor”), and Future Ads LLC, a California limited liability company, on the other hand (the “Assignee”).

The Assignor holds all right, title and interest in and to certain assets related to the Business (as defined in Exhibit A hereto) described more fully on Exhibits A and Exhibit B to this Agreement, attached hereto (the “Assigned Assets”); and

The Assignor desires to assign to the Assignee, and the Assignee desires to assume from the Assignor, all of the Assignor’s right, title and interest in and to the Assigned Assets, free and clear of any liens or encumbrances, for full and adequate consideration recognized hereby.

In consideration of the foregoing and the covenants and obligations set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Acceptance; Purchase Price. Effective as of the date hereof, the Assignor hereby sells, transfers, assigns, conveys, grants and sets over to the Assignee and its successors and assigns forever, and the Assignee hereby accepts, assumes and acquires from the assignor for itself and its successors and assigns forever, all of the Assignor’s right, title and interest in and to the Assigned Assets, free and clear of any liens or encumbrances. The Assignor will use its commercially reasonable best efforts to obtain any consent (to the extent any such consents are needed) to assign the Assigned Assets. In consideration of the Assignment, the Assignee shall issue to the Assignor or its designee 225,000 Class A membership interests of the Assignee constituting 100% of the outstanding membership interests of the Assignee prior to the contribution to Assignee of the membership interests of Gamevance LLC and Result Links LLC.
2. Assumption of Liabilities. The Assignee hereby agrees to assume and perform those certain contracts, leases and other agreements assumed as Assigned Assets pursuant to this Agreement, including without limitation all accrued payables and other liabilities related to the Business (the “Assumed Liabilities”). Nothing in this Agreement shall be construed to effect an assignment, acceptance or assumption by the Assignee of any other liabilities of the Assignor, and the Assignor agrees that, with the exception of the Assumed Liabilities, the Assignor shall retain all of its respective liabilities.
3. Further Assurances. The Assignor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request of the Assignee, it will (i) promptly and duly execute and deliver, or cause to be executed and delivered to the Assignee, all such further documents and

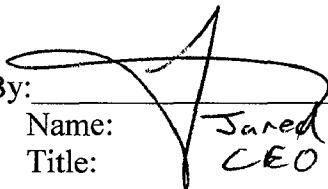
instruments (including, but not limited to, bills of sale and bulk sales notices), and (ii) take all such other and further action, as may be requested by the Assignee to more effectively sell, transfer, assign, convey, grant, set over and vest all right, title and interest in and to the Assigned Assets to the Assignee and its successors and assigns forever, (including, without limitation, executing any waivers requested by the Assignees). This Section 3, and the respective duties and obligations created hereby, shall survive the execution of, and the consummation of the transactions contemplated by, this Agreement.

4. Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersede all prior agreements or understandings among the parties.
5. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by the parties hereto. Such modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which given.
6. Enforceability. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.
7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).**
8. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
9. General. All Exhibits are hereby incorporated by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Assignment and Assumption Agreement and Bill of Sale as of the day and year first above written.

ASSIGNOR:

LOWENSTEIN ENTERPRISES
CORPORATION D/B/A FUTURE ADS

By: 
Name: Jared L. Pobre
Title: CEO

ASSIGNEE:

FUTURE ADS LLC

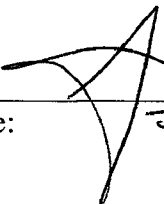
By: 
Name: Jared L. Pobre
Title: CEO

EXHIBIT A

1. Definitions. For the purposes of this Exhibit A the following terms shall have the respective meanings ascribed to them below:

- “Accounts Receivables” All accounts receivables related to the Business.
- “Business” Internet advertising and marketing services and online games.
- “Contracts” All contracts and agreements related to the Business.
- “Intellectual Property” All patents, patent applications, trademarks (registered or unregistered) and trademark applications, and all trademark rights and related goodwill, including but not limited to service names, service marks, trade names and design marks (and any applications or registrations therefor), trade secrets, corporate names, copyrights, copyright registrations (and any applications therefor), reports, utility models, proprietary data and systems, customer lists, pricing policies, customer information, customer contact information, marketing plans and strategies, promotional materials, analyses, forecasts, studies, research and development data, data bases, manuals, documents, records, computer files, programs, data, plans, information, schematics, codes, methods, processes, routines, algorithms, formulae, ideas, concepts, innovations, inventions, know-how, rights of privacy or publicity, any licenses for use of any of the foregoing, and any and all other intellectual property, proprietary information and proprietary rights related thereto which are owned or licensed by the Assignor and used in, or related to, the Business, whether or not subject to statutory registration or protection, including, but not limited to, the Software.
- “Personal Property” All equipment, computer hardware, machinery, furniture, fixtures, supplies, parts and other fixed assets and tangible personal property owned by the Assignor and used in, or related to, the Business, as enumerated on Exhibit B to the Agreement.
- “Software” All source code, software and technology related to the Business.

2. Assigned Assets:

All Accounts Receivable, Contracts, Intellectual Property and Personal Property related to the Business.

EXHIBIT B

List of Personal Property