

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Tracey R. Thomas		09/18/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Consumer and Merchant Awareness Foundation		
Street Address:	599 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77156610	UBCHEAP.COM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)261-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	61 261 3100		
Email:	tmboston@kligates.com		
Correspondent Name:	Phi Lan M. Tinsley, K&L Gates LLP		
Address Line 1:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	TRACY R. THOMAS		
NAME OF SUBMITTER:	Phi Lan Tinsley		
Signature:	/philan tinsley/		
Date:	10/01/2009		

OP \$40.00 77156610

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment"), effective as of this 18th day of September, 2009 ("Effective Date"), is from TRACEY R. THOMAS, as an individual ("Assignor"), to CONSUMER AND MERCHANT AWARENESS FOUNDATION, a New York corporation, having its principal office at 599 Lexington Avenue, New York, NY 10022 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark UBCHEAP.COM, as identified on the attached Schedule A (the "Mark"), together with the goodwill related thereto; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark and the business and goodwill of the business in connection with which the aforesaid Mark has been used; and

WHEREAS, Assignor has agreed to assign all right, title and interest of Assignor in and to: its common law trademarks and tradenames, copyrights and/or copyright applications used principally in connection with the business and business assets being acquired; all registered and pending trademarks and copyrights and copyright applications used principally in connection with the business, and all applications, registration certificates, Section 8 affidavits, renewals, investigations, search reports, histories and other documents or files pertaining thereto; and any trade dress associated with such common law or registered trademarks; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Mark, together with the business and goodwill of the business in connection with which the aforesaid Mark has been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**

TRACEY R. THOMAS, as an individual

Tracey R. Thomas

Sworn to before me this 24<sup>th</sup>  
day of SEPT., 2009

Georgia Sessa  
Notary Public

**GEORGIA SESSA**  
**My Commission Expires**  
**4/5/2010**

Executed and accepted by:

**ASSIGNEE:**

CONSUMER AND MERCHANT AWARENESS  
FOUNDATION

BY: Blair M. Duncan

NAME: Blair Duncan

TITLE: Executive Director

DATE: September 18, 2009

Sworn to before me this  
18<sup>th</sup> day of September, 2009  
Francella H. Ashby  
Notary Public

**FRANCELLA H. ASHBY**  
**Notary Public, State Of New York**  
**No. 01AS053925**  
**Qualified In New York County**  
**Commission Expires Jan. 2, 20**10

Schedule A

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
UBCHEAP.COM	77/156,610	4/13/2007