

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
Identity Protection Solutions, Inc.		11/12/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Paltalk Holdings, Inc.		
Street Address:	500 North Broadway		
Internal Address:	Suite 259		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3360799	INVISICALL	
Registration Number:	3427500	VUMBER	
CORRESPONDENCE DATA			
Fax Number:	(212)326-6915		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-0831		
Email:	mshine@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		
Signature:	/tlee/		
Date:	11/13/2009		

CH \$65.00 3360799

Total Attachments: 3

source=IPS_PALTALK_Assign#page1.tif

source=IPS_PALTALK_Assign#page2.tif

source=IPS_PALTALK_Assign#page3.tif

ASSIGNMENT OF TRADEMARK

This Agreement (hereinafter the "Agreement") is made and entered into effective as of MOU (2, 2009 (hereinafter the "Effective Date") by and between IDENTITY PROTECTION SOLUTIONS, INC., a Delaware corporation, having an address at 155 Morris Avenue, Springfield, New Jersey 07081 (hereinafter the "Assignor"), on the one hand, and PALTALK HOLDINGS, INC., a Delaware corporation, having an address at 500 North Broadway - Suite 259 Jericho, NY 11753 (hereinafter the "Assignee"), on the other hand.

WHEREAS, Assignor owns the trademark registrations (hereinafter collectively referred to as the "Registrations") for the marks INVISICALL® and VUMBER® (hereinafter collectively referred to as the "Marks") as set forth on Schedule A attached hereto (the Registrations and Marks are hereinafter collectively referred to as the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property throughout the world in perpetuity, together with that part of the goodwill associated therewith and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including, without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (hereinafter the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property and upon registration of such Marks throughout the world, or other legal protections pertaining to the Transferred Rights.

ASSIGNOR:

IDENTITY PROTECTION SOLUTIONS, INC.

By: 

Name: Cliff Wener
Title: President

ASSIGNEE:

PALTALK HOLDINGS, INC.

By: 

Name: Jason Katz
Title: Chief Executive Officer

SCHEDULE A

MARK	REGISTRATION NO.	CLASS
INVISICALL®	U.S. Reg. No. 3,360,799	9, 38
VUMBER®	U.S. Reg. No. 3,427,500	9, 38

974669