

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)515-6969		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-0180		
Email:	ALangsam@pryorcashman.com		
Correspondent Name:	Andrew S. Langsam		
Address Line 1:	7 Times Square		
Address Line 2:	Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	07032.01		
NAME OF SUBMITTER:	Andrew S. Langsam		

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**TRADEMARK
 REEL: 004105 FRAME: 0750**

Signature:	/andrew s langsam/
Date:	12/01/2009
Total Attachments: 3 source=Paltalk - Trademark Assignment#page1.tif source=Paltalk - Trademark Assignment#page2.tif source=Paltalk - Trademark Assignment#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

ACKNOWLEDGEMENT BY NOTARY PUBLIC:

STATE OF NEW YORK)
) ss.:
COUNTY OF *New York*)

On the 12 day of November, in the year 2009 before me, the undersigned, personally appeared Jason Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

EVELYN HENNIGAR
Notary Public, State of New York
No. 01HE6146760
Qualified in Richmond County
Commission Expires May 22, 2010

Evelyn Hennigar
Notary Public
My Commission Expires: 5/22/2010

SEAL

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 12 day of November, in the year 2009 before me, the undersigned, personally appeared Cliff Wener, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

EVELYN HENNIGAR
Notary Public, State of New York
No. 01HE6146760
Qualified in Richmond County
Commission Expires May 22, 2010

Evelyn Hennigar
Notary Public
My Commission Expires: 5/22/2010

SEAL

EVELYN HENNIGAR
Notary Public, State of New York
No. 01HE6146760
Qualified in Richmond County
Commission Expires May 22, 2010

SCHEDULE A

<u>Name</u>	<u>REG. NO.</u>	<u>CLASS</u>
INVISICALL®	U.S. Reg. No. 3,360,799	9, 38
VUMBER®	U.S. Reg. No. 3,427,500	9, 38

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