

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
ClickTech, LLC		12/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Emigrant Bank		
Street Address:	6 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Savings Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3163212	FOOTNOTE	
Registration Number:	3336716	EXPERICON	
Registration Number:	3625465	TALKBACK	
Serial Number:	78926228	CLICKABLES	
Serial Number:	77387036	CLICKABLES	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	apelaez@fchs.com		
Correspondent Name:	Douglas Sharrott		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104-3800		
ATTORNEY DOCKET NUMBER:	03491.000111		

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**TRADEMARK
 REEL: 004116 FRAME: 0160**

NAME OF SUBMITTER:	Andrea Pelaez
Signature:	/a pelaez/
Date:	12/17/2009
Total Attachments: 5 source=Clickteck_IP_Assignment#page1.tif source=Clickteck_IP_Assignment#page2.tif source=Clickteck_IP_Assignment#page3.tif source=Clickteck_IP_Assignment#page4.tif source=Clickteck_IP_Assignment#page5.tif	

ASSIGNMENT

WHEREAS, ClickTech, LLC, a Delaware limited liability company, having a principal place of business at 335 Madison Avenue, 15th Floor, New York, New York 10017 (hereafter "ASSIGNOR") is the owner of (a) the applications for United States Letters Patent and their counterparts under the Patent Cooperation Treaty (PCT) identified in Exhibit A attached hereto and incorporated by reference herein (hereafter, the "patent applications") and the new and useful improvements disclosed in the patent applications; (b) the marks and applications for trademark registration identified in Exhibit B attached hereto and incorporated by reference herein (hereafter, respectively, the "marks" and "trademark applications"), along with the goodwill of the business appurtenant to the marks and trademark applications; and (c) other intellectual property, as described in paragraphs (iii) – (v) below;

AND WHEREAS, Emigrant Bank, a New York savings bank having a principal place of business at 6 East 43rd Street, New York, New York 10017 (hereafter "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to (a) the patent applications identified in Exhibit A and said improvements; (b) the marks and trademark applications identified in Exhibit B and the goodwill of the business appurtenant to the marks and trademark applications; and (c) the other intellectual property described paragraphs (iii) – (v) below; and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to:

(i) the patent applications and the improvements disclosed therein, all divisions and continuations of the patent applications, all United States Letters Patents which may be granted on the patent applications, and all reexaminations, reissues and extensions of the patent applications, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries;

(ii) the marks and trademark applications, and the attendant goodwill symbolized by the marks and trademark applications, the same to vest in ASSIGNEE including the right to the registration of the marks and trademark applications in the United States, and the right to apply for registrations thereof in all foreign jurisdictions in the world which register trademarks, and all extensions and renewals of any of the foregoing marks and trademark applications;

(iii) all unregistered trademarks, service marks, trade names, service names, trade dress, logos, slogans, domain names, and designs and other identifiers of same, including all goodwill associated therewith, and any and all common law rights thereto;

(iv) all copyrights, copyright applications, copyrightable works (including all software created by ClickTech, LLC), moral rights, mask work rights, database rights and design rights, and all rights therein provided by international treaties or conventions; and

(v) all trade secrets, processes, know-how, ideas, research and development, formulas, compositions, manufacturing and production processes and techniques, methods, schematics, technology, technical data, designs, drawings, flowcharts, block diagrams, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals.

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks ("USPTO"), and any officials of foreign countries whose duty it is to issue patents and trademarks, to issue to ASSIGNEE (a) all patents for said patent applications and improvements, and (b) all trademarks for said trademark applications, in accordance with the terms of this instrument of Assignment.

AND ASSIGNOR HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement or other assignment in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that it will (i) communicate to ASSIGNEE any facts known to it with respect to said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries; (ii) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment, at the request of ASSIGNEE and without charge or cost to ASSIGNEE; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this Assignment with the USPTO, so that ASSIGNEE's ownership of the patent applications, improvements, marks, trademark applications, and the other intellectual property described in paragraphs (iii) – (v) above, are duly made of record in the United States.

ASSIGNOR HEREBY agrees that ASSIGNEE shall have the right to record this Assignment in the USPTO, so as to establish ASSIGNEE as owner of record of the patent applications, improvements, marks, trademark applications, and the other intellectual property described in paragraphs (iii) – (v) above, in the United States, and further agrees that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document, which may be required in any country or region for recordation purposes for any of the foregoing rights herein.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

CLICKTECH, LLC
"ASSIGNOR"

Dated: December 16, 2009

By: 

STATE OF NEW YORK

:
:
:
:
:

COUNTY OF New York

On this 16th day of December, 2009, before me personally came William Staudt, who being duly sworn, did depose and say that he is the authorized signatory of ClickTech, LLC, the company described in and which executed the above instrument as Assignor, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said corporation.

Fanda Gjela
Notary Public

FANDA GJELAJ
Notary Public, State of New York
No. 01GJ5080343
Qualified in New York
Commission Expires ~~November 15, 2011~~
December 4

Exhibit A

UNITED STATES PENDING PATENT APPLICATIONS

Patent Title	Application No.	Filing Date
System and Method for Accessing Personal On-Line Information with Advertisement	60/884,845	January 12, 2007
System and Method For Accessing and Displaying Interactive Content and Advertising	11/836,072*	August 8, 2007
System and Apparatus for Managing Interactive Content, Advertising and Devices	11/839,477**	August 15, 2007
System and Apparatus for Managing Social Networking and Loyalty Program Data	12/111,883	April 29, 2008

* Claims the priority of United States Provisional Application No. 60/884,845 filed January 12, 2007

**Claims the priority of United States Provisional Application No. 60/884,845 filed January 12, 2007 and United States Patent Application No. 11/836,072 filed August 8, 2007

PCT PENDING PATENT APPLICATIONS

Patent Title	Application No.	Filing Date
System and Method For Accessing and Displaying Interactive Content and Advertising	PCT/US2008/050919	January 11, 2008
System and Apparatus For Managing Interactive Content, Advertising, and Devices	PCT/US2008/070370	July 17, 2008
System and Apparatus For Managing Social Networking And Loyalty Program Data	PCT/US2008/070366	July 17, 2008

Exhibit B

**UNITED STATES REGISTERED TRADEMARKS ("MARKS") AND UNITED STATES
PENDING APPLICATIONS FOR REGISTRATION ("APPLICATIONS")**

<u>Trademark</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>
FOOTNOTE	3,163,212	October 24, 2006
EXPERICON	3,336,716	November 13, 2007
TALKBACK	3,625,465	May 26, 2009
CLICKABLES	78/926,228	July 10, 2006
CLICKABLES	77/387,036	February 1, 2008