

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chad Steelberg		12/21/2009	INDIVIDUAL:
Ryan Steelberg		12/21/2009	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brand Affinity Technologies, Inc.		
<b>Street Address:</b>	101 Academy, Suite 110		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92617		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77301920	@BAT	
<b>Serial Number:</b>	77301931	ATBAT	
<b>Registration Number:</b>	3719136	BAT	
<b>Serial Number:</b>	77382275	BAT	
<b>Serial Number:</b>	77382294	BAT BRAND AFFINITY TECHNOLOGIES	
<b>Serial Number:</b>	77301781	BRAND AFFINITY TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)988-2757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-988-2700		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Edward F. Behm		
<b>Address Line 1:</b>	One Logan Square, 18th and Cherry Sts		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6996		

OP \$165.00 77301920

ATTORNEY DOCKET NUMBER:	203234/434057
NAME OF SUBMITTER:	Molly G. Barr
Signature:	/Molly G. Barr/
Date:	12/29/2009
<b>Total Attachments: 3</b> source=Chad Steelberg and Ryan Steelberg to Brand Affinity Technologies, Inc#page1.tif source=Chad Steelberg and Ryan Steelberg to Brand Affinity Technologies, Inc#page2.tif source=Chad Steelberg and Ryan Steelberg to Brand Affinity Technologies, Inc#page3.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement, effective 12/21/09 ("Effective Date") by and between Brand Affinity Technologies, Inc., a Delaware Corporation located in Irvine, California (the "Assignee"), and Chad Steelberg and Ryan Steelberg, each individuals (the "Assignors");

### WITNESSETH THAT:

**WHEREAS**, Assignors have adopted and used in their business the name and marks identified in Exhibit A hereto in connection with the goods and services listed on each registration identified in Exhibit A, and have a bona fide intent to use or has used in their business, the names and marks identified in Exhibit A hereto in connection with the goods and services listed on each application identified in Exhibit A, and are the owners of all right, title and interest in and to various trademark and service mark applications and registrations identified therein, together with any or all of the goodwill associated with each of the marks (collectively "Trademark Rights");

**WHEREAS**, Assignee desires to acquire the Trademark Rights, as well as the goodwill of the business in connection with which such Rights have been used (collectively the "Intellectual Property Rights"); and

**WHEREAS**, the parties wish to acknowledge this assignment and memorialize same herein.

**NOW THEREFOR**, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Assignors hereby acknowledge and confirm that as of the Effective Date, Assignors sold, assigned, and transferred to Assignee the Assignors' entire right, title and interest in and to the Intellectual Property Rights, including but not limited to, the goodwill associated with each of the marks in connection with which the Trademark Rights have been used, as well as any and all past, present and future causes in action related to the Intellectual Property Rights, the Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment Agreement not been executed and such assignment, sale and transfer had not been made.

2. Upon request by Assignee, Assignors further agrees to execute such additional documents as may be required to effect the foregoing and for recording purposes, including, but not limited to, the execution of further assignment documents and documents required for recordation in the United States Patent and Trademark Office, as well as any foreign or domestic governmental agency, in connection with the transfer of ownership of the Intellectual Property Rights.

TRADEMARK

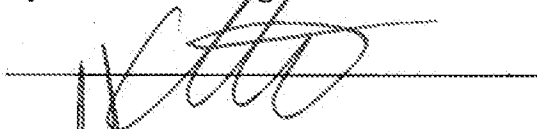
REEL: 004121 FRAME: 0967

3. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the laws of the State of California.

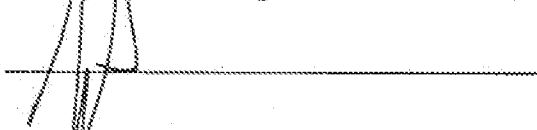
4. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Assignment Agreement. Assignee agrees to take such action as is necessary to consummate this Assignment Agreement.

**IN WITNESS THEREOF**, Assignors and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

By: Chad Steelberg

A handwritten signature in black ink, appearing to read 'C. Steelberg', is written over a horizontal line.

By: Ryan Steelberg

A handwritten signature in black ink, appearing to read 'R. Steelberg', is written over a horizontal line.

**BRAND AFFINITY TECHNOLOGIES, INC.**

By: Mydung Tran Nachman

Position: Vice-President

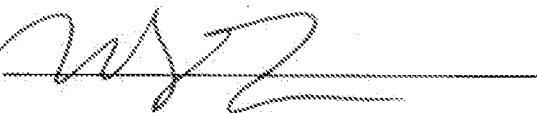
A handwritten signature in black ink, appearing to read 'M. Tran Nachman', is written over a horizontal line.

EXHIBIT A

U.S. TRADEMARK AND SERVICE MARK APPLICATIONS/REGISTRATION

MARK	APPL. NO.	REG. NO.
@BAT	77/301,920	
ATBAT	77/301,931	
BAT	77/301,905	3, 719,136
BAT & design	77/382,275	
BAT BRAND AFFINITY TECHNOLOGIES & design	77/382,294	
BRAND AFFINITY TECHNOLOGIES	77/301,781	