

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promotional Technologies International Corp.		01/28/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Affinity Cloud Marketing, LLC		
Street Address:	2934 Beverly Glen Circle		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90077		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2677579	CREATE ENDLESS IMPRESSIONS	
Registration Number:	3328628	PIMP YOUR DRIVE	
Registration Number:	3384190	PIMP YOUR DRIVE	
Registration Number:	3429525	WIDGET FACTOR	
Registration Number:	3674916	USB-WIDGETS	
Registration Number:	3694535	USB-WIDGETS	
Serial Number:	77728755	CLOUDCARD	
Serial Number:	77728739	CLOUDCARD	
Serial Number:	77462430	PAGE FLIP PRESS	
Serial Number:	77507040	PAGEFLIP	
Serial Number:	77462416	PAGEFLIP	
Serial Number:	77462434	PAGE FLIP PRESS	
Serial Number:	77506994	PAGEFLIP	

OP \$340.00 2677579

CORRESPONDENCE DATA

Fax Number: (310)478-6363

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ATTORNEY DOCKET NUMBER:	12140-701
NAME OF SUBMITTER:	David Hochman
Signature:	/David Hochman/
Date:	01/30/2010
Total Attachments: 2 source=TM Assignment Agreement#page1.tif source=TM Assignment Agreement#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), is dated as of January 28, 2010 and is entered into by and between Promotional Technologies International Corp., a California corporation ("Assignor"), and Affinity Cloud Marketing, LLC, a California limited liability company ("Assignee") with reference to the following:

RECITALS

WHEREAS, Assignor is the owner of the following applications and registrations filed with the United States Patent and Trademark Office: CREATE ENDLESS IMPRESSIONS, Reg. No. 2677579, PIMP YOUR DRIVE, Reg. No. 3328628, PIMP YOUR DRIVE, Reg. No. 3384190, WIDGET FACTOR, Reg. No. 3429525, USB-WIDGETS, Reg. No. 3674916, USB-WIDGETS, Reg. No. 3694535, CLOUDCARD, Serial No. 77728755, CLOUDCARD, Serial No. 77728739, PAGE FLIP PRESS, Serial No. 77462430, PAGEFLIP, Serial No. 77507040, PAGEFLIP, Serial No. 77462416, PAGE FLIP PRESS, Serial No. 77462434, and PAGELIP, Serial No. 77506994 (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Trademarks to Assignee, and Assignee desires to acquire the exclusive right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, the full and exclusive right, title and interest in and to the Trademarks, and to any renewal, modification, continuation, division, substitution or reissuance of the Trademarks.
2. Assignor is assigning its rights in and to the Trademarks to Assignee which is a successor to the portion of Assignor's business to which the Trademarks pertain.
3. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, to acknowledge Assignee as the new owner of record of the Trademarks.
4. Assignor represents and warrants to Assignee that (a) it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) this Agreement is a valid, legally binding agreement between the parties.
5. Assignor hereby agrees to defend, indemnify and hold harmless Assignee, and irrevocably and unconditionally releases Assignee, from any and all charges, complaints, claims, liabilities, obligations, causes of action, and suits of any nature whatsoever

(collectively, "Claims"), known or unknown, that were based on the usage of the Trademarks prior to the date of this Agreement. Assignee hereby agrees to defend, indemnify and hold harmless Assignor, from any and all Claims, known or unknown, which it may incur in connection with the Trademarks with respect to acts or events arising on or after the date hereof.

6. Assignor further covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Agreement.

7. Assignor agrees to reasonably assist Assignee, its successors or assigns, to secure Assignee's rights in the Trademarks, including but not limited to the execution of all applications, specifications, oaths, assignments and all other agreements which Assignee shall deem necessary in order to convey to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks.

8. California law, without regard to conflict or choice of law principles, shall govern the construction and interpretation of this Agreement and all claims, controversies and other disputes and proceedings concerning or arising out of this Agreement.

9. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

10. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. This Agreement will be binding upon Assignor's heirs, successors and assigns and will be for the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above.

ASSIGNOR

ASSIGNEE

Promotional Technologies
International Corp.

Affinity Cloud Marketing, LLC

By:


Ron Friedman, President

By:


Ron Friedman, Manager