

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
D&B PUBLISHERS INC.	FORMERLY DOUGLAS & MCINTYRE LTD.	04/30/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	BOOKRIFF MEDIA INC.		
Street Address:	2323 Quebec Street		
Internal Address:	Suite 201		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V5T4S7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77537045	BOOKRIFF	
CORRESPONDENCE DATA			
Fax Number:	(248)524-2700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485242300		
Email:	tm-mi@cantorcolburn.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	201 W. Big Beaver Rd.		
Address Line 2:	11th Floor		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	MCT0048TUS		
DOMESTIC REPRESENTATIVE			
Name:	Robyn S. Lederman		

OP \$40.00 77537045

900154115

**TRADEMARK
 REEL: 004145 FRAME: 0497**

Address Line 1: 201 W. Big Beaver Rd.
Address Line 2: 11th Floor
Address Line 4: Troy, MICHIGAN 48084

NAME OF SUBMITTER:	Robyn S. Lederman
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Signature:	/rlederman/
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Date:	02/05/2010
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Total Attachments: 2
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ASSIGNMENT OF TRADE-MARKS

THIS AGREEMENT is made as of the 30th day of April, 2009

BY:

D&M PUBLISHERS INC., a corporation duly amalgamated and existing under the laws of British Columbia

(the "Assignor")

IN FAVOUR OF:

BOOKRIFF MEDIA INC., a corporation duly incorporated and existing under the laws of British Columbia

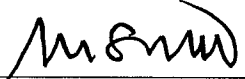
(the "Assignee")

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to it by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest throughout the World in and to the trade-marks set out in the attached Schedule A (collectively the "Trade-marks"), whether such Trade-marks are registered or unregistered, together with the benefit of all use of the Trade-marks, the right to bring suits for past, present or future infringement of the Trade-marks, any goodwill relating to the Trade-marks, and all right, title and interest in and to any applications and/or registrations therefor, to hold unto the Assignee absolutely.

The Assignor hereby agrees to execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Trade-marks, and all applications and/or registrations therefor, in the Assignee, its successors and assigns and to communicate to the Assignee all known facts respecting the Trade-marks and any applications and/or registrations therefor, to testify in any legal proceedings, to sign all lawful documents, instruments and other papers, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors and assigns to obtain and enforce for its or their own benefit, proper protection for the Trade-marks, and any applications and/or registrations therefor, all at the expense, however, of the Assignee, its successors or assigns.

IN WITNESS WHEREOF the Assignor has executed and delivered this Assignment.

D&M PUBLISHERS INC.

By: 

Title: PRESIDENT

SCHEDULE A

TRADE-MARKS

<u>Trade-mark</u>	<u>Country of Appl</u>	<u>Appl no.</u>
BOOKRIFF	Canada	1383625
	United States	77537045
	Community	007149404
RIFF		