

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
613 Ad Agency, LLC		04/01/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Marksmen, Inc.		
Street Address:	116 N. Maryland Ave.		
Internal Address:	Suite 120		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91206		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77876048	TODAY.COM	
CORRESPONDENCE DATA			
Fax Number:	(215)638-2867		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2156389330		
Email:	slevin@lammrubenstone.com		
Correspondent Name:	Stephen Levin		
Address Line 1:	3600 Horizon Blvd.		
Address Line 2:	Suite 200		
Address Line 4:	Trevose, PENNSYLVANIA 19053		
NAME OF SUBMITTER:	Stephen Levin		
Signature:	/Stephen Levin/		
Date:	04/07/2010		

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Total Attachments: 5

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**DOMAIN NAME SALE AND TRANSFER AGREEMENT FOR:
TODAY.COM**

This Domain Name Sales, Transfer & Escrow Agreement ("Agreement") entered into between MainStream Mails LLC, with an address of 13 Summit Square Center, # 249, Langhorne, PA 19047, USA ("Seller"), and Marksmen, Inc., with an address of 116 North Maryland Avenue, Suite 120, Glendale, CA 91206, USA ("Purchaser") with an effective date of March 31, 2010 (the "Effective Date") concerns all terms and conditions under which Seller agrees to sell and transfer all ownership rights in and to the five domain names **TODAY.COM, TTODAY.COM, TODAYX.COM, TDOAY.COM, and TODAAY.COM** ("Domain Names"), along with any and all trademark rights and goodwill associated therewith, including U.S. Trademark Application 77876048 (collectively, the "Trademark Rights") to Purchaser.

Seller and Purchaser hereby agree as follows:

1. **Purchase Price.** In consideration for payment of [REDACTED] ("Purchase Price") paid by Purchaser to Seller, Seller hereby assigns, sells, transfers and conveys to Purchaser all right, title, and interest in and to the Domain Names and the Trademark Rights.
2. **Loan Satisfaction.** Seller has a loan with [REDACTED] with an outstanding balance of [REDACTED] ("Loan Agreement"). Under the Loan Agreement, Domain Capital, has control of the Domain Name Today.com in its Moniker.com account. In connection therewith, Domain Capital, Inc. shall release the domain name Today.com from its control under the Loan Agreement and facilitate the transfer of Domain Name Today.com to Purchaser following deposit of the Purchase Price in Escrow as provided under a separate agreement between Seller and Domain Capital under which [REDACTED] of the Purchase Price will be allocated to Domain Capital and released to Domain Capital when the Purchase Price is released from Escrow pursuant to paragraph 6 herein.
3. **Seller's Representations and Warranties.** Seller represents and warrants that i) except for the loan and payback requirement specified in paragraph 2 herein with respect to the domain name Today.com, which loan shall be satisfied as set forth in paragraph 6, it is the lawful and exclusive registrant of the Domain Names and no other party has any right to registration of the Domain Names or has otherwise made any claim to the Domain Names at any time, including that any of the Domain Names violates another party's trademark rights, or violates any law or regulation; and ii) it has the exclusive authority to enter into this transaction and transfer the Domain Names and the Trademark Rights, free of the claims of any third parties. Seller further represents and warrants that it has the authority and ability to effect an Assignment of the trademark application for TODAY.COM, Serial Number 77876048. By its signature below, 613 Ad Agency LLC joins in this Agreement for the limited purpose of effectuating the assignment upon payment of the Purchase Price into escrow. Seller makes no other warranties and representations.

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- 4. Payment. On the Effective Date, or within 10 business days thereafter, Purchaser shall submit payment of the Purchase Price to [REDACTED] Trust Account pursuant to the wire instructions below, who will act as Escrow Agent for the transaction. Purchaser shall submit along with the wire transfer of the Purchase Price the sum of [REDACTED] for Purchaser's share of the Escrow Agent's fees, and Escrow Agent shall distribute [REDACTED] payment to himself in addition to the funds to be released under paragraph 6 herein. (Any fees due to the Escrow Agent above [REDACTED] shall be the responsibility of the Seller.) The Attorney Trust Account is non-interest bearing.

WIRE INSTRUCTIONS:

Bank: [REDACTED]
 Bank Routing Number: [REDACTED]
 Account Name: [REDACTED]
 Account Number: [REDACTED]
 Reference for beneficiary: TODAY.COM

- 5. Transfer of Domain Name and Trademark Rights: Within 2 business days of the deposit of the Purchase Price being deposited with Escrow Agent, Seller shall:
 - a. transfer the Domain Names to Purchaser, and provide Purchaser exclusively with any requisite user name and password to enable it to access the Domain Names with the Registrar through which the Domain Names are currently registered ("Registrar"); and
 - b. Record with the U.S. Patent and Trademark Office a valid and binding assignment of U.S. Trademark Application 77876048 to Purchaser, duly executed by the owner of record of said application, and provide Purchaser with an electronic filing receipt evidencing that recordal.
- 6. Release of Purchase Price to Seller and Domain Capital. Within one business day following i) the transfer of Domain Names as set forth in paragraph 4(a); and ii) provision of the electronic filing receipt as provided in paragraph 4(b), Escrow Agent shall initiate and complete an electronic wire transfer or a telephone transfer of Purchase Price as follows:

TO SELLER: [REDACTED]

WIRE INSTRUCTIONS TO ACCOUNT OF SELLER:

Bank: [REDACTED]
 Bank Routing Number: [REDACTED]
 Account Name: [REDACTED]
 Account Number: [REDACTED]
 Reference: TODAY.COM

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TO [REDACTED]
TO [REDACTED]

- 7. Indemnification of Escrow Agent. Purchaser and Seller agree to indemnify, defend and hold harmless Escrow Agent in connection with any all claims associated with the performance of his obligations under this Agreement, except in the case of intentional misconduct or gross negligence.
- 8. Further Assurances. Seller shall take all necessary actions, including providing all necessary documentation to the Registrar and obtaining appropriately signed assignment documents from any third party claimants to the Trademark Rights, in order to transfer the Domain Names and the Trademark Rights to Purchaser. Within 2 days of the Escrow Agent's payment of [REDACTED], Seller will provide Purchaser with a copy of the "Lien Release" (attached hereto as "Exhibit A") duly signed by Domain Capital. Purchaser shall leave the DNS for the TODAY.COM domain unchanged for 15 days after the Domain Names have been transferred to Purchaser.
- 9. Counterparts/Fax. This Agreement may be signed in counterparts. Signed counterparts of this Agreement transmitted via fax or electronically are equivalent to a signed original of this Agreement.
- 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may only be amended in a writing signed by both parties.
- 11. Confidentiality. The parties hereto agree to keep the terms and conditions of this Agreement confidential, except as may be necessary to perform and enforce the respective rights and obligations of the parties.

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IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives.

MAINSTREAM MAILS LLC

MARKSMEN, INC.

By: [Signature]
David Sichel

By: [Signature]
Keith Lim

Title: Owner

Title: COO

Date: 4/1/10

Date: 4/1/2010

The undersigned, including to be legally bound hereby, shall effect a valid assignment of the above-referenced trademark in accordance with the terms of this Agreement.

613 ADD AGENCY LLC

By: [Signature]
David Sichel, Member

COVENANT TO HOLD FUNDS IN ESCROW

[Redacted] hereby covenants, under penalty of law, to hold the Purchase Price in escrow in an [Redacted] controlled by him and to release the Purchase Price in accordance with the terms of this Agreement.

[Redacted] agrees to act as a neutral escrow agent and shall not represent either Seller or Purchaser in the event of a dispute concerning this Agreement. In the event of such dispute, [Redacted] shall immediately interplead the Purchase Price plus all fees received for escrow services to the federal or state courts of Pennsylvania. [Redacted] is an attorney licensed to practice law in the states of New Jersey and Pennsylvania, and in the Federal District Court for the Southern District of New York.

[Redacted Signature] Date: 4/2/10

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Exhibit A

LIEN RELEASE

[REDACTED] (the "Releasing Party") acknowledges and agrees, for the benefit of Mainstream Mail, Inc. (the "Requesting Party"), that upon Releasing Party's receipt of [REDACTED] (the "Payoff Amount") from [REDACTED], the following shall immediately and automatically occur (without any further action being necessary): (i) the Released Assets (as defined below) will be released from each and every security interest and lien granted to the Releasing Party and shall no longer be or constitute collateral under any security agreement or other security document made by Mainstream Mail, Inc., or any other holder of rights in the Released Assets, in favor of the Releasing Party; (ii) any and all rights of the Releasing Party in, to or under any of the Released Assets, including, without limitation, any options to purchase and any conditional assignments, will terminate and be of no further force or effect; and (iii) Requesting Party will be irrevocably authorized to file one or more UCC assignments or termination statements or any other documents or instruments deemed necessary by Requesting Party with respect to any security interest or lien of record naming Releasing Party as a secured creditor which relates to or covers the Released Assets.

To the extent the Releasing Party has possession or control of any of the Released Assets, the Releasing Party will relinquish possession or control of such Released Assets to Requesting Party upon receipt of the Payoff Amount.

As used herein, the term "Released Assets" means (i) the TODAY.COM domain name, and (ii) all proceeds, profits and products of the foregoing.

This Lien Release is made by Releasing Party for the benefit of Requesting Party and shall be construed in accordance with the laws of the State of Pennsylvania. This Lien Release may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original, and all of such counterparts shall constitute one and the same instrument.

Dated as of April 2, 2010.

RELEASING PARTY

By: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]

AGREED TO AND ACKNOWLEDGED

This 1 day of April, 2010.

REQUESTING PARTY

By: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]