

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/07/2010	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Woodside Capital Partners V, LLC
Street Address:	25 Mall Road
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3137865	ADTERACTIVE
Registration Number:	3305040	CHRISTIANFAMILYLOANS.COM
Registration Number:	3333052	LOWRATESOURCE
Registration Number:	3271421	RATEQUOTECENTRAL.COM
Registration Number:	3273017	CAREER EDUCATION FINDER
Registration Number:	3293427	DISCOUNT IT
Registration Number:	3273009	SITE REWARDS
Registration Number:	3310108	HOME PROJECT SOURCE
Registration Number:	3273015	LOCAL SATELLITE SOURCE
Registration Number:	3281054	LOCAL PROJECT SOURCE

CORRESPONDENCE DATA

Fax Number: (860)240-2513
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900163509

**TRADEMARK
 REEL: 004216 FRAME: 0278**

OP \$265.00 3137865

Phone: 860.240.2935
Email: michelle.fournier@bingham.com
Correspondent Name: Bingham McCutchen LLP
Address Line 1: One State Street
Address Line 2: Attn: Michelle Walters Fournier, RP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	06/02/2010

Total Attachments: 6

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**ASSIGNMENT OF COLLATERAL RIGHTS UNDER
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This ASSIGNMENT OF COLLATERAL RIGHTS UNDER INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment") dated the 7th day of April, 2010, is entered into by and between Bank of America, N.A., a national banking association, as assignor (in such capacity, "Assignor"), and Woodside Capital Partners V, LLC, a Delaware limited liability company, as assignee (in such capacity, "Assignee").

WHEREAS, pursuant to the Intellectual Property Security Agreement dated as of December 17, 2007 (the "Assigned Agreement"), between Adteractive, Inc., as grantor thereunder ("Grantor"), and Assignor, as secured party thereunder, Grantor granted to Assignor a security interest in and to all of all of its Specified IP Collateral (as defined below);

WHEREAS, the Assigned Agreement was recorded: (i) with the United States Patent and Trademark Office ("USPTO") Assignment Division (Trademarks) on January 6, 2008, at Reel: 003690 Frame: 0439; (ii) with the USPTO Assignment Division (Patents) on January 6, 2008 at Reel: 020322 Frame: 0170; and (iii) Library of Congress, United States Copyright Office on January. 2, 2008 at V3560 D649; said recording filed against those trademarks, patents and copyrights as listed on Schedules A, B and C attached hereto; and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's rights and interests in, to and under the Assigned Agreement with respect to the Intellectual Property Collateral to the same extent as if Assignee had executed the Assigned Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agrees as follows:

1. Definition of Specified IP Collateral. "Specified IP Collateral" shall have the same definition as provided in the Assigned Agreement.
2. Assignment of Assigned Agreement. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in, to and under the Assigned Agreement and the collateral granted by Grantor pursuant to the Assigned Agreement.
3. Assumption of Assigned Agreement. Assignee hereby accepts the assignment contained in Section 2 and assumes all of the duties, obligation and liabilities of Assignor in, to and under the Assigned Agreement with respect to the same extent as if Assignee had executed the Assigned Agreement. Assignee hereby agrees to be bound by

the terms and provisions of the Assigned Agreement and accepts all of Assignor's rights, interests, duties, obligations and liabilities thereunder.

4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

BANK OF AMERICA, N.A.

By: 

Tamara Laughinghouse
Sr. Vice President

ASSIGNEE:

**WOODSIDE CAPITAL PARTNERS
V, LLC**

By: _____

Name:

Title:

the terms and provisions of the Assigned Agreement and accepts all of Assignor's rights, interests, duties, obligations and liabilities thereunder.

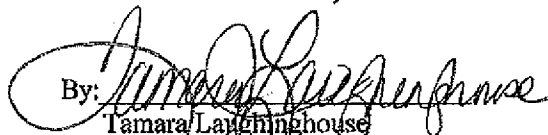
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ASSIGNOR:

BANK OF AMERICA, N.A.

By: 
Tamara Laughinghouse
Sr. Vice President

ASSIGNEE:

WOODSIDE CAPITAL PARTNERS
V, LLC

By: 
Name: Brent Cassman
Title: Vice President

Schedule A

Trademarks

Description	Registration/Application Number	Registration/Application Date
Ateractive	3,137,865	09/05/2006
ChristianFamilyLoans	3,305,040	10/02/2007
Lowratesource	3,333,052	11/06/2007
AMPP	N/A	
Freegiftworld	N/A	
Ratequotecentral.com	3,271,421	07/31/2007
CareerEducationFinder	3,273,017	07/31/2007
Discount It	3,293,427	09/18/2007
Site Rewards	3,273,009	07/31/2007
Exit 180	N/A	
Home Project Source	3,310,108	10/09/2007
Local Satellite Source	3,273,015	07/31/2007
Local Project Source	3,281,054	08/14/2007
Expert Debt Solutions	N/A	

Schedule B

Patents

Description	Registration/Application Number	Registration/Application Date
Online Abandonment Recovery	60/829,272	10/12/2006
"PJE"	No number yet; to be filed in January 2008	
Online Sales Leads Generation	10/852,831	05/24/2004
Management Of Online Generated Sales Leads Using Aggregation Hub	10/950,280	09/23/2004
Online Sales Leads Generation	10/857,562	05/28/2004
Heartbeat Cookie	No number yet; to be filed in January 2008	
Online Abandonment Recovery	11/871,917	10/12/2007
Online Abandonment Recovery	PCT/US07/81299	10/12/2007

Schedule C

Copyrights

Title	Copyright Number	Registration Date
LRS_desert_MtPr_728x90	VA0001421606	03/14/2007
LRS_bear_fish_MtLow_300x250	VA0001421607	03/14/2007

BOS111 12479367.1