

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Multi-Ad Services, Inc.		11/06/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MA Asset Acquisition, LLC		
<b>Street Address:</b>	1720 W. Detweiller Dr		
<b>City:</b>	Peoria		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61615-1695		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74154346	MULTI-AD CREATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)325-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-325-5049		
<b>Email:</b>	dgreenfield@fdh.com		
<b>Correspondent Name:</b>	Donna Greenfield		
<b>Address Line 1:</b>	177 Broad Street		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	8014-4		
<b>NAME OF SUBMITTER:</b>	Donna Greenfield		
<b>Signature:</b>	/s/Donna Greenfield		
<b>Date:</b>	10/15/2010		

OP \$40.00 74154346

**Total Attachments: 8**

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**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated as of November 6, 2006 by and between MULTI-AD SERVICES, INC., an Illinois stock corporation (the "Assignor"), and MA ASSET ACQUISITION, LLC (to be renamed Multi-Ad Solutions, LLC), a Delaware corporation (the "Assignee").

**W I T N E S S E T H:**

WHEREAS, the Assignor, the Assignee, and other parties thereto, have executed and delivered an Asset Purchase Agreement dated as of October 3, 2006 (the "Purchase Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Acquired Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all of the patents, patent applications, trademark applications and registrations and copyrights listed on Exhibit A hereto (the "Acquired Intellectual Property") be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its respective right, title and interest in and to any and all of the Acquired Intellectual Property, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its best efforts to comply promptly with all other remaining steps necessary to transfer all domain names used in the Acquired Business held by the Assignor or by third parties on its behalf (the "Domain Names"). The Assignor represents and warrants that it has not and will not otherwise delete or transfer the Domain Names except as provided for herein.

(c) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 1.2(a) and/or 1.2(b) above, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(d) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignor and Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between Assignor and Assignee as provided for in the Purchase Agreement.

## 2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Business, whether by sale of assets, stock, merger or otherwise.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

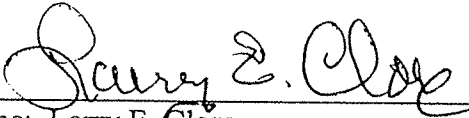
2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date written above by their duly authorized representatives.

**ASSIGNOR:**

MULTI-AD SERVICES, INC., an Illinois stock corporation

By:   
Name: Larry E. Clore  
Title: President

**ASSIGNEE:**

MA ASSET ACQUISITION, LLC, a Delaware limited liability company (to be renamed Multi-Ad Solutions, LLC)

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date written above by their duly authorized representatives.

**ASSIGNOR:**

MULTI-AD SERVICES, INC., an Illinois stock corporation

By: \_\_\_\_\_  
Name: Larry E. Clore  
Title: President

**ASSIGNEE:**

MA ASSET ACQUISITION, LLC, a Delaware limited liability company (to be renamed Multi-Ad Solutions, LLC)

By: \_\_\_\_\_  
Name: Jay Landauer  
Title: Vice-President

ACKNOWLEDGMENTS

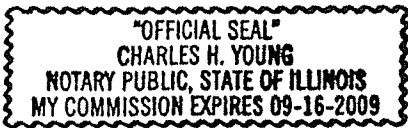
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF PEORIA )

Before me a Notary Public in and for said County and State personally appeared LARRY E. CLORE as the president of Multi-Ad Services, Inc., an Illinois stock corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 26 day of NOVEMBER, 2006.

My Commission expires:  
9-16-2009

Signed: Charles H. Young  
Printed: CHARLES H. YOUNG



STATE OF Connecticut )  
 ) SS:  
COUNTY OF Fairfield )

Before me a Notary Public in and for said County and State personally appeared Jay Landauer, as the ~~Vice President~~ of MA Asset Acquisition, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 3<sup>rd</sup> day of November, 2006.

My Commission expires:  
August 31, 2010

Signed: Donna Greenfield  
Printed: Donna Greenfield

**EXHIBIT A**

I. Trademarks

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
Multi-Ad Creator	1719930	74154346	9/29/1992	USA



II. Copyrights

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
Kwikee Auto Advertising System	TX5-337-406	2/13/2001
Kwikee Auto Advertising System	TX5-317-189	2/05/2001
Kwikee Auto Advertising System	TX5-337-405	2/13/2001
Kwikee Auto Advertising System	TX5-317-187	2/05/2001
Kwikee Auto Advertising System	TX5-317-186	2/05/2001
Kwikee Auto Advertising System	TX5-337-407	2/13/2001
Kwikee Auto Advertising System	TX5-408-183	8/05/2001
Kwikee Auto Advertising System	TX5-408-181	4/03/2001
Kwikee Auto Advertising System	TX5-460-716	4/06/2001
Kwikee Auto Advertising System	TX5-431-414	2/13/2001

