

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
Project Clara LLC	FORMERLY TheMarkets.com LLC	11/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wall Street On Demand, Inc.		
Street Address:	5718 Central Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77143948	MERITMARK	
CORRESPONDENCE DATA			
Fax Number:	(212)812-4610		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	sgranat@themarkets.com		
Correspondent Name:	Sari Granat		
Address Line 1:	810 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:		Sari Granat	
Signature:		/SariGranat/	
Date:		11/03/2010	

Total Attachments: 6
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**TRADEMARK
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into and effective as of November 1, 2010 (the "Effective Date"), by Project Clara LLC (f/k/a TheMarkets.com LLC), a Delaware limited liability company ("*Assignor*"), in favor of Wall Street on Demand, Inc., a corporation formed under the laws of the State of Delaware ("*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of record of all right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto (collectively, the "*Marks*");

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the date hereof (as amended from time to time, the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals, and extensions of the registrations, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to

Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of New York.
4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. No provision in this Assignment shall be deemed to limit, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between any provision of this Assignment and any provision of the Purchase Agreement, the Purchase Agreement shall govern.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the Effective Date.

PROJECT CLARA LLC
(F/K/A THEMARKETS.COM LLC)

By: 
Name: Sari Granat
Title: President and Chief Administrative Officer

Schedule A
to Trademark Assignment

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
MERITMARK	US	77/143948 3/29/2007	3523133 10/28/2008	TheMarkets.Com LLC

Delaware

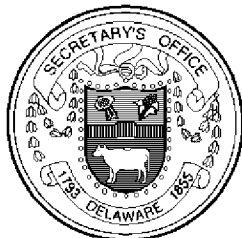
PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "THEMARKETS.COM LLC", CHANGING ITS NAME FROM "THEMARKETS.COM LLC" TO "PROJECT CLARA LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF OCTOBER, A.D. 2010, AT 1:09 O'CLOCK P.M.

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8275424

DATE: 10-07-10

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004309 FRAME: 0225

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF FORMATION

OF

THEMARKETS.COM LLC

It is hereby certified pursuant to Section 18-202 of the Delaware Limited Liability Company Act that:

1. The name of the limited liability company (hereinafter called the "Limited Liability Company") is: TheMarkets.com LLC

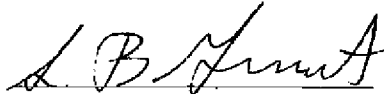
2. The Certificate of Formation of the Company is hereby amended to effect a change in Article 1 thereof, relating to the name of the Company, accordingly Article 1 of the Certificate of Formation shall be amended to read in its entirety as follows:

"1. The name of the limited liability company is Project Clara LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 7th day of October, 2010.

THEMARKETS.COM LLC

By:



Name: Sari Granat

Title: President and Chief Administrative Officer