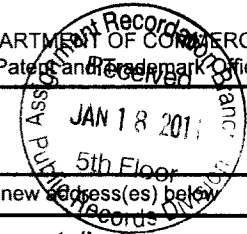


01/21/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103616048



1-18-11

R

To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Channel IQ, Inc

- Individual(s)
- General Partnership
- Corporation- State California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name OnRamp Technologies, LLC

Internal Address: _____

Street Address: 350 W Ontario, 7th Floor

City Chicago

State Illinois

Country USA Zip: 60654

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____

Citizenship _____

Citizenship _____

Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 2, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No (s)
3,078,349

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name David G. Duckworth

Internal Address _____

Street Address: 9090 Irvine Center Drive, Second Floor

City Irvine

State California Zip 92618

Phone Number: (949) 724-1255

Fax Number: (949) 724-1139

Email Address: d.duckworth@russoandduckworth.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

David G. Duckworth
Signature

January 18, 2011
Date

David G Duckworth
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RUSSO & DUCKWORTH, LLP

BUSINESS LITIGATION

9090 IRVINE CENTER DRIVE
SECOND FLOOR
IRVINE, CALIFORNIA 92618

USA/INTERNATIONAL
PATENTS AND TRADEMARKS

TELEPHONE (949) 724-1255
FACSIMILE (949) 724-1139

December 2, 2010

Mr. Wes Sheperd
Chief Executive Officer
OnRamp Technologies, LLC
350 W. Ontario, 7th Floor
Chicago, IL 60654

Re: Assignment of Channel IQ Trademark

Dear Mr. Sheperd,

This firm represents Channel IQ, Inc. ("Channel IQ"), a California corporation, in regards to intellectual property matters. I have been asked by Channel IQ to prepare this letter agreement which is intended to be binding on behalf of Channel IQ and OnRamp Technologies, LLC ("OnRamp Technologies"), a Delaware limited liability company concerning the sale of the CHANNEL IQ trademark and all accompanying goodwill from to OnRamp Technologies.

WHEREAS, Channel IQ is the owner of the CHANNEL IQ trademark including U.S. Trademark Registration No. 3,078,349 and all accompanying goodwill in the mark.

WHEREAS, Channel IQ warrants that the mark is free of all security interest, that Channel IQ has not granted any license to use the mark, and that Channel IQ is not aware of any competing claims for the mark.

WHEREAS, OnRamp Technologies desires to buy the trademark CHANNEL IQ including the entire right, title and interest to U.S. Trademark Registration 3,078,349.

WHEREAS, OnRamp Technologies agrees to buy the trademark CHANNEL IQ from Channel IQ, and Channel IQ agrees to sell to OnRamp Technologies the trademark CHANNEL IQ for the cost of \$7,000.

Within seven (7) days of execution by both parties of this letter below, Channel IQ will execute and deliver to OnRamp Technologies an Assignment of the CHANNEL IQ trademark in the form attached herewith.

Within seven (7) days of execution by both parties of this letter, OnRamp Technologies shall deliver to Channel IQ's counsel a check in the amount of \$7,000 made out to *Russo & Duckworth Trust Account*.

TRADEMARK
REEL: 004459 FRAME: 0024

Mr. Wes Sheperd
OnRamp Technologies, LLC
December 2, 2010

Upon execution of this letter agreement by the parties below, the agreement is intended and understood to be binding upon the parties.

The letter agreement may be executed in counterparts, and facsimiles and copies of the agreement are intended to be enforceable.

Yours Very Truly,

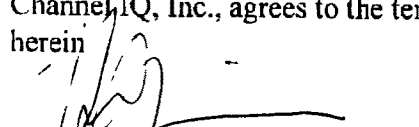
RUSSO & DUCKWORTH, LLP



David G. Duckworth


DGD:kv
Enclosure.

Channel IQ, Inc., agrees to the terms set forth herein



By: Marco Mohajer
Title: President
Channel IQ, Inc.

OnRamp Technologies, LLC, agrees to the terms set forth herein



By: Wes Sheperd
Title: Chief Executive Officer
OnRamp Technologies, LLC

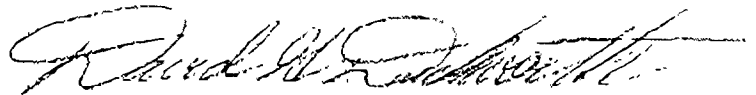
Mr. Wes Sheperd
OnRamp Technologies, LLC
December 2, 2010

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Yours Very Truly,

RUSSO & DUCKWORTH, LLP



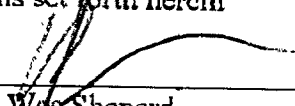
David G. Duckworth

DGD:kv
Enclosure.

Channel IQ, Inc., agrees to the terms set forth herein

By: Marco Mohajer
Title: President
Channel IQ, Inc.

OnRamp Technologies, LLC, agrees to the terms set forth herein



By: Wes Sheperd
Title: Chief Executive Officer
OnRamp Technologies, LLC

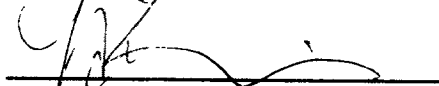
TRADEMARK ASSIGNMENT

In consideration of ten dollars (\$10 00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Channel IQ, Inc., a California corporation, hereby sells and assigns to OnRamp Technologies, LLC, a Delaware limited liability company, its successors and assigns, the entire right, title and interest in and to the following Trademark and Trademark Registration including all goodwill associated with the trademark

Our File No.	Registration No.	Mark	Registration Date
812-T-1-USA	Reg No 3,078,349	CHANNEL IQ	April 11, 2006

Channel IQ, Inc , covenants with said OnRamp Technologies, LLC, its successors and assigns, that the rights and property hereby conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed

Channel IQ, Inc



Name Marco Mohajer

Title President

Date