

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeoffrey L. Burtch trustee for On Target Media, Inc.		10/28/2010	TRUSTEE: UNITED STATES
RECEIVING PARTY DATA			
Name:	Blue Moon Marketing, Inc.		
Street Address:	1209 Orange Street		
Internal Address:	C/O The Corporation Trust Company		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2620796	MEDIATRAK	
CORRESPONDENCE DATA			
Fax Number:	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-665-2771		
Email:	sschwartz@cozen.com		
Correspondent Name:	Scott Bradley Schwartz		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	185874		
NAME OF SUBMITTER:	Scott Bradley Schwartz		
Signature:	/Scott B Schwartz/		

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TRADEMARK
REEL: 004486 FRAME: 0822

Date:

02/25/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is dated as of October 28, 2010, from Jeffrey L. Burtch, ("Assignor"), in his capacity as the Chapter 7 trustee for the bankruptcy estate of debtor Direct Response Media, Inc. a/k/a On Target Media, Inc. (the "Debtor") to Blue Moon Marketing, Inc. ("Assignee").

RECITALS

WHEREAS, the Debtor is the owner of the MEDIATRAK trademark (the "MediaTrak Mark"), which has been registered with the United States Patent and Trademark Office (Registration No. 2620796), the goodwill associated therewith and the common law rights thereto;

WHEREAS, on January 8, 2010 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court");

WHEREAS, on or about the Petition Date, Assignor was appointed by the Office of the United States Trustee to serve as the Interim Chapter 7 Trustee for the estate of the Debtor, and is now serving as Trustee pursuant to section 702(d) of the Bankruptcy Code;

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated May 23, 2010 (the "APA"), as amended, pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, transfer and assign to Assignee, certain computer hardware equipment, electronic equipment and software of the Debtor, including the MediaTrak software, upon the terms and subject to the conditions set forth in the APA and subject to approval of the Court; and

WHEREAS, pursuant to the terms of the APA, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, transfer, grant and convey to Assignee, the Debtor's entire right, title and interest in and to the MediaTrak Mark, including the right to bring actions for infringement of the foregoing occurring prior to the date of this Assignment, pursuant to the terms and subject to the conditions of the APA;

NOW, THEREFORE, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. As of the date hereof, Assignor, on behalf of the Debtor, hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor and Debtor now have or ever have had in and to the MediaTrak Mark, together with the goodwill of the business symbolized thereby, including but not limited to any applications or registrations therefor,

together with all claims that can or may be asserted by Assignor or Debtor arising out of or relating to the use or ownership of the MediaTrak Mark.

2. As of the date hereof, Assignee hereby assumes full responsibility for, and Assignor and Debtor are hereby relieved of, all future obligations relating to the MediaTrak Mark, including but not limited to all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the MediaTrak Mark; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the MediaTrak Mark.

3. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record, and to cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Assignment.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought.

5. Construction and interpretation of this Assignment shall be governed by the law of the State of Delaware.

6. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, set forth in the APA. This Assignment is subject to and controlled by the terms of the APA.

7. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

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IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives.

ASSIGNEE:

BLUE MOON MARKETING, INC.

By: Cary Scottoline

Name: CARY SCOTTLINE

Title: VP

ASSIGNOR:

JEOFFREY L. BURTCH, AS TRUSTEE FOR THE ESTATE OF DIRECT RESPONSE MEDIA, INC. aka ON TARGET MEDIA, INC.

By: JL Burtch Trustee

Name: Jeffrey L. Burtch

Title: Chapter 7 Trustee