

TRADEMARK ASSIGNMENT

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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
Midwest Internet Consulting Group, Inc.		04/21/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Edline LLC		
Street Address:	200 West Monroe Street, Suite 1250		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85065694	(I)	
Serial Number:	85063190	TH(I)NQ	
Serial Number:	85254510	COUR(I)ER	
Serial Number:	85048680	JOURN(I)E	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	EDLINE/GEIGER/43502.11/VR		
NAME OF SUBMITTER:	Vindra Richter		

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TRADEMARK
 REEL: 004529 FRAME: 0235

Signature:	/vindra richter/
Date:	04/26/2011
Total Attachments: 5 source=Edline trademark agmt_001#page1.tif source=Edline trademark agmt_001#page2.tif source=Edline trademark agmt_001#page3.tif source=Edline trademark agmt_001#page4.tif source=Edline trademark agmt_001#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated April 21, 2011, (this "**Assignment**"), is entered into by and between Midwest Internet Consulting Group, Inc., an Illinois corporation ("**Assignor**"), and Edline LLC, a Delaware limited liability company ("**Assignee**"). Both Assignor and Assignee are collectively referred to herein as the "**Parties**."

WHEREAS, Assignor, Assignee and certain other parties thereto have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "**Agreement**").

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee its rights to certain trademarks and trademark applications owned by Assignor;

WHEREAS, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registration listed on the attached **SCHEDULE A** (the "**Assigned Trademarks**");

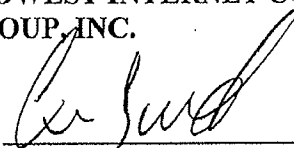
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks and the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
4. This Assignment, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment or the consummation of any of

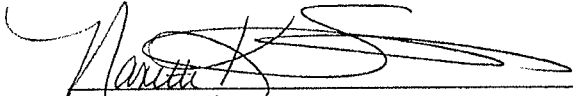
the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State of Delaware, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

MIDWEST INTERNET CONSULTING GROUP, INC. By:  Name: Curtis Baird Title: President and Director	Edline LLC By: _____ Name: Richard Noble Title: Chief Executive Officer
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Sworn to and subscribed before me as of the date first written above.


Notary Public

My Commission Expires: 10/31/13



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

MIDWEST INTERNET CONSULTING GROUP, INC.	Edline LLC
By: _____ Name: Curtis Baird Title: President and Director	By:  Name: Richard Noble Title: Chief Executive Officer

Sworn to and subscribed before me
as of the date first written above.

Notary Public

My Commission Expires: _____

Schedule A

Mark	Serial No.	Jurisdiction	Application Date
(I)	85065694	U.S.	June 17, 2010
TH(I)NQ	85063190	U.S.	June 15, 2010
COUR(I)ER	85254510	U.S.	March 1, 2011
JOURN(I)E	85048680	U.S.	May 26, 2010