

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Conversition Strategies, Inc.		06/13/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	e-Rewards, Inc.		
<b>Street Address:</b>	5800 Tennyson Parkway, Suite 600		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3901619	EVOLISTEN	
<b>Serial Number:</b>	77939885	CONVERSITION	
<b>Serial Number:</b>	77939974	MATTERMETER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)696-6501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	214-365-7501		
<b>Email:</b>	krowley@researchnow.com		
<b>Correspondent Name:</b>	Kathleen H. Rowley		
<b>Address Line 1:</b>	5800 Tennyson Parkway, Suite 600		
<b>Address Line 4:</b>	Plano, TEXAS 75024		
<b>NAME OF SUBMITTER:</b>	Kathleen H. Rowley		
<b>Signature:</b>	/Kathleen H. Rowley/		
<b>Date:</b>	06/15/2011		

OP \$90.00 3901619

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective as of June 13, 2011 by and between Conversition Strategies, Inc., a Canadian corporation ("Assignor"), with an address at 251 Consumers Road, Suite 1200, Toronto, Ontario M2J4R3 Canada, and e-Rewards, Inc., a Delaware corporation ("Assignee"), with an address at 5800 Tennyson Parkway, Suite 600, Plano, Texas 75024, pursuant to the Asset Purchase Agreement, dated as of May 10, 2011, by and among Assignor, Assignee, and Research Now Limited.

WHEREAS, on the terms of the Asset Purchase Agreement, Seller agreed to sell, transfer, convey, assign and deliver to Purchaser all of Seller's right, title and interest in, to and under the Acquired Assets, including the Seller's Trademarks listed on Schedule A hereto and the goodwill associated therewith, free and clear of any Liens.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Assignment. On the terms set forth in the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all right, title and interest of Assignor in, to and under the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, 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 income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademarks, free and clear of any Liens.

Section 3. Further Actions. Assignor shall, without further consideration, execute and deliver such documents and take such other actions as may reasonably be requested by Assignee in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United

States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademarks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including without limitation, testifying as to any facts relating to the Trademarks and this Assignment; and (c) obtaining any additional trademark protection for Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

Section 4. Binding Effect; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective heirs, successors and permitted assigns. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their successors and assigns permitted by this Section 4 any right, remedy or claim under or by reason of this Assignment.


Section 5. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. In the event that any signature is delivered by facsimile transmission or as an attachment to electronic mail, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) such counterpart, with the same force and effect as if such facsimile or electronic signature were the original thereof.

Section 6. Governing Law; Venue. This Assignment shall be construed, performed and enforced in accordance with the Laws of the State of Texas, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction.


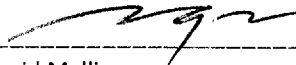
*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment Agreement as of June 13, 2011.

ASSIGNOR:  
CONVERSION STRATEGIES, INC.

By:   
NAME: TESSIE C. TING  
TITLE: PRESIDENT

ASSIGNEE:  
E-REWARDS, INC.

  
By:   
NAME: David Mellinger  
TITLE: EVP, Corporate Development

SCHEDULE A

Mark	Country	Filing or Reg. Date	Registration/Serial Number
EVOLISTEN	United States	1/4/2011	3,901,619
CONVERSION and design	United States	2/19/2010	77/939885
MATTERMETER and design	United States	2/19/2010	77/939974