

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zite, Inc.		08/29/2011	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Zite, Inc.
<b>Street Address:</b>	One CNN Center, 10N
<b>Internal Address:</b>	c/o Turner Broadcasting System, Inc.
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77982175	ZITE
Serial Number:	77948859	ZITE
Registration Number:	3812434	WORIO
Serial Number:	85266345	Z
Serial Number:	85188540	WHAT THE WORLD IS READING

**CORRESPONDENCE DATA**

Fax Number: (404)827-1994  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-827-3155  
 Email: cnnuspto@turner.com  
 Correspondent Name: Jennifer M. Gruber  
 Address Line 1: One CNN Center, 10 N  
 Address Line 2: c/o Turner Broadcasting System, Inc.  
 Address Line 4: Atlanta, GEORGIA 30303

900201468

**TRADEMARK**  
 REEL: 004617 FRAME: 0896

CH \$140.00 77982175

NAME OF SUBMITTER:	Rick D. McMurtry
Signature:	/rdm/
Date:	09/07/2011
Total Attachments: 6 source=zite#page1.tif source=zite#page2.tif source=zite#page3.tif source=zite#page4.tif source=zite#page5.tif source=zite#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made this 29<sup>th</sup> day of August, 2011 by and between Zite, Inc., a Canadian corporation, with its principal office located at #102—1020 Mainland Street, Vancouver, BC V62T5 ("Assignor") and Zite, Inc., a Delaware corporation, with its principal offices its principal office located at One CNN Center, Atlanta, GA 30303-2762 ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee and Zite Canada, Inc., a Canadian corporation, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Assignor controls and owns certain intellectual property and other proprietary rights relating to the business of development, distribution and operation of personalized digital new products and services (the "Business") and desires to assign all right, title and interest in and to such intellectual property and other proprietary rights to Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor and its Affiliates, the intellectual property and other proprietary rights of Assignor relating to the Business.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below, free and clear of all security interests, liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees 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:

(a) (i) all inventions, samples, formulae, research and development, details of ideas, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents), design patents, industrial designs, patent applications

and patents issuing therefrom relating to the Business together with the right to claim the benefit of the right of priority provided by international conventions and treaties as well as all divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions, revivals and renewals of any patent or patent application and/or directed to the Business or any portion thereof and/or designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, including, but not limited to, all of those issued patents and pending patent applications as well as expired patents and abandoned patent applications identified in Schedule A attached hereto, free and clear of any and all debts, liens, claims by or obligations to any person or entity (collectively, the "Patent Rights"); (ii) the inventions claimed by Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications) (all of the foregoing collectively the "Assigned Patent Rights");

(b) all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all registrations and applications to register any of the foregoing and all common-law rights and any and all goodwill relating to any of the foregoing, including but not limited to all of those trademarks and servicemarks identified in Schedule B attached hereto and all registrations and applications identified in Schedule B attached hereto, free and clear of any and all debts, liens, claims by or other obligations to any person or entity, and all goodwill associated with any of the foregoing, and the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the foregoing (all of the foregoing collectively the "Assigned Trademark Rights");

(c) any and all works of authorship in all media now known or later developed, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all copyright rights therein, including but not limited to all works of authorship, content and other elements of any websites located at any of the addresses accessible via any of the domain names identified in Schedule C attached hereto (all of the foregoing collectively the "Assigned Copyright Works"), and the right to secure statutory copyrights and renewals, reissues and extensions of such copyrights; to prepare derivative works or adaptations therefrom; to reproduce the Assigned Copyright Works; to distribute copies of the Assigned Copyright Works; to perform the Assigned Copyright Works, including, without limitation, digital transmissions of the Assigned Copyright Works; and to display the Assigned Copyright Works;

(d) any and all trade secrets, "know how," data and confidential information, and any and all other intellectual property rights and proprietary rights not encompassed in the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted (all of the foregoing collectively "Assigned Know How Rights"); and

(e) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has or may have for past, present and future infringements of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and/or Assigned Know How Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages.

2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights, may use the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern and control.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent, trademark and copyright issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

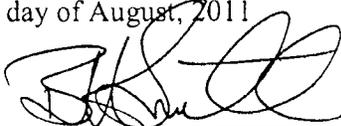
**ASSIGNOR**

**ZITE, INC., a Canadian corporation**

By:   
Name: Ali Davar  
Title: President

Sworn to and subscribed before me this 28 day of August, 2011

[SEAL]

  
Notary Public  
Name: BROCK SMITH

My Commission Does Not Expire

**ASSIGNEE**

**ZITE, INC., a Delaware corporation**

By: \_\_\_\_\_  
Name: Kenneth Estenson  
Title: Senior Vice President

Sworn to and subscribed before me this \_\_\_\_\_ day of August, 2011

[SEAL]

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

**ASSIGNOR**

**ZITE, INC., a Canadian corporation**

By: \_\_\_\_\_  
Name: Ali Davar  
Title: President

Sworn to and subscribed before me this \_\_\_\_ day of August, 2011

[SEAL]

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_

My Commission Does Not Expire

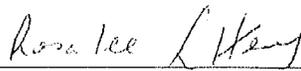
**ASSIGNEE**

**ZITE, INC., a Delaware corporation**

By:   
Name: Kenneth Estenson  
Title: Senior Vice President

Sworn to and subscribed before me this 29<sup>th</sup> day of August, 2011

[SEAL]

  
\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
**ROSALEE L. HENRY**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires **June 16, 2013**

**SCHEDULE B**

**TRADEMARKS AND DOMAIN NAMES**

**TRADEMARKS**

ZITE	Canadian Trademark Application No. 1,467,646 (filed February 1, 2010)
ZITE	US Trademark Application Nos. 77/982,175 and 77/948,859 (filed March 2, 2010)
WORIO	Canadian Trademark, Registration No. TMA744,112 (Registration Date July 27, 2009) US, Registration No. 3,812,434 (Registration Date July 6, 2010) EU, Registration No. 005647061 (Registration Date October 30, 2008)
Discover What You've Been Missing	Canadian Trademark Application No. 1,525,631 (filed April 29, 2011)
Z	Canadian Trademark Application No. 1,520,825 (filed March 25, 2011) US Trademark Application No. 85/266,345 (filed March 14, 2011)
What the World Is Reading	US Trademark Application No. 85/188,540 (filed December 1, 2010)

[REDACTED]