

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DGI Services, LLC		12/05/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Instant Web, Inc.		
Street Address:	7951 Powers Boulevard		
City:	Chanhassen,		
State/Country:	MINNESOTA		
Postal Code:	55317		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3304020	DIRECT MATCH	
Registration Number:	3048733	DIRECT GROUP	
Registration Number:	3052337	WHERE SMART BUSINESS MAILS	
Registration Number:	2789625	POSTAL OPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	54171.0004/WISE/ASSIG/VR		

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**TRADEMARK
 REEL: 004677 FRAME: 0953**

NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	12/13/2011
Total Attachments: 5 source=DGI#page1.tif source=DGI#page2.tif source=DGI#page3.tif source=DGI#page4.tif source=DGI#page5.tif	

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "Assignment") dated as of December 5, 2011, is entered into by and between DGI Services, LLC, a Delaware limited liability company ("Assignor"), and Instant Web, Inc., a Minnesota corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, between Assignor, Assignee, Canal Brief, Inc., a Canadian corporation and owner of 100% of the equity of Assignor, and Dean Topolinski, dated as of the date hereof (the "Purchase Agreement"), providing for the sale, transfer and assignment by Assignor to Assignee of the Purchased Assets and the assumption by Assignee of the Assumed Liabilities;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver, and Assignee has agreed to purchase, accept and acquire, all of Assignor's rights, title and interests in, to and under all the Purchased Intellectual Property; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Purchased Intellectual Property and assign to Assignee any right, title and interest that Assignor may have in, to and under the Purchased Intellectual Property, including, but not limited to, the Intellectual Property set forth on Schedule A attached hereto.

NOW, THEREFORE, subject to the terms and conditions set forth in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases, accepts and acquires from Assignor, any and all worldwide rights, title and interest Assignor holds, or may come to hold in, to and under (i) the Purchased Intellectual Property, including, but not limited to, the Intellectual Property set forth on Schedule A attached hereto, (ii) the trademarks contained in such Purchased Intellectual Property (the "Purchased Trademarks") and the goodwill of the business in connection with which the Purchased Trademarks are used and which are symbolized by the Purchased Trademarks, together with all rights derived therefrom (including statutory, common law and contractual rights in, to and under the Purchased Trademarks), (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Purchased Intellectual Property, including, but not limited to, in and under all causes of action (either in law or in equity), and (iv) all rights to sue at law or in equity, counterclaim and recover, in each case, for any past, present and future infringement, abuse, misappropriation, violation or other impairment thereof, including, but not limited to, the right to receive all proceeds of suit and damage awards therefore (including past damages for infringement, misappropriation or other violations in connection with the Purchased Intellectual Property), in the case of clauses (i) and

(ii), such rights, title and interest to be held and enjoyed by Assignee for its own use and for the enjoyment of its successors and assigns to the end of the term or terms for which the Purchased Trademarks are granted or reissued or extended as fully and entirely as the same would have been enjoyed by Assignor if this assignment and sale had not been made.

Section 3. Recording the Assignment. 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 Purchased Trademarks.

Section 4. No Third Party Beneficiary. This Assignment is made for the sole benefit of the Parties and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person or Governmental Body any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment (except to the extent that any Affiliates of Assignor or Assignee are expressly covered by an indemnity under the Purchase Agreement).

Section 5. Terms of the Purchase Agreement. 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 or the survival thereof. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, supersede and prevail.

Section 6. Closing Deliverables. This Assignment is executed and delivered pursuant to Sections 3.5(a)(ii) and 3.5(b)(i) of the Purchase Agreement.

Section 7. Governing Law. This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law principles that would require or permit the application of the laws of another jurisdiction.

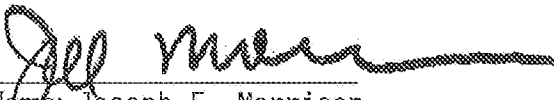
Section 8. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile (or other electronic means) and two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 9. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

[Remainder of the page is left blank intentionally.]

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 date set forth above.

INSTANT WEB, INC.

By: 
Name: Joseph F. Morrison
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 004677 FRAME: 0957

DGI SERVICES, LLC

By:


Name: DEAN D. POLINSKI

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 004677 FRAME: 0958

SCHEDULE A

DOMAIN NAMES

Domain Name	Registrant	Registration Date	Expiration Date	Registrar
dgiservices.com	DGI, Services	6/9/10	6/9/12	Godaddy.Com, Inc.
directgroup.Net	DGI Services, LLC	7/16/99	7/16/14	Godaddy.Com, Inc
directmailholding.com	Direct Mail Holding	11/4/03	11/4/13	Network Solutions, LLC.
Dmhweb.net	Direct Mail Holding	10/12/09	10/10/13	Network Solutions, LLC.
www.dmhmarketingpartners.com	Direct Mail Holding	10/12/09	10/12/14	Network Solutions, LLC.

TRADEMARKS

TRADEMARK	Status	App. No. /App. Date	Reg. No. /Reg. Date	Owner
DIRECT MATCH	Registered	78/735538 10/18/05	3304020 10/02/07	Direct Group LLC
DIRECT GROUP	Registered	78/364679 02/09/04	3048733 01/24/06	Direct Group LLC
WHERE SMART BUSINESS MAILS	Registered	76/599146 06/24/04	3052337 01/31/06	Direct Group, Inc.
POSTAL OPTIMIZER	Cancelled	76/419105 06/10/02	2789625 12/2/03	HintonHill, LLC