

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
Cice, Inc.		12/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	8047227 Canada Inc.		
Street Address:	465 Victoria Avenue, Suite 300		
City:	Saint-Lambert		
State/Country:	CANADA		
Postal Code:	J4P 2J2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3654146	CLICKEQUATIONS	
CORRESPONDENCE DATA			
Fax Number:	(213)896-2450		
Phone:	213.896.2586		
Email:	PTDocketing@hkllaw.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:	Theresa W. Middlebrook		
Address Line 1:	400 South Hope Street, 8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2801		
ATTORNEY DOCKET NUMBER:	CICE		
DOMESTIC REPRESENTATIVE			
Name:	Theresa W. Middlebrook		
Address Line 1:	400 South Hope Street, 8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2801		

OP \$40.00 3654146

TRADEMARK

NAME OF SUBMITTER:	Theresa W. Middlebrook
Signature:	/Theresa W. Middlebrook/
Date:	02/02/2012
Total Attachments: 3 source=Assignment 22665073_1#page1.tif source=Assignment 22665073_1#page2.tif source=Assignment 22665073_1#page3.tif	

EXECUTION COUNTERPART

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this ____th day of December, 2011, by Cice, Inc., a corporation duly organized and existing under the laws of the United States of America ("Assignor"), to 8047227 Canada Inc., a corporation duly incorporated under the laws of the Canada ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain assets, including, without limitation, certain intellectual property assets; and

WHEREAS, Assignor has agreed to execute such instrument as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns all right, title, and interest of Assignor in, to, and under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title, and interest in, to, and under all of Assignor's intellectual property including, without limitation, the entire right, title, and interest in and to:

1. The unregistered trademarks, registered trademarks and trademark applications, together with the goodwill of the business symbolized by the trademarks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said trademarks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the trademarks are registered or subsist and any renewals of the terms thereof; and
2. The copyrights, copyright registrations, and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyright registrations and copyright applications, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, copyright registrations and copyright applications, and in and to all rights corresponding to the foregoing throughout the world;

all as set forth on the attached Exhibit A (collectively, the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant, and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options, or limitation of every kind, except for certain lien(s) set forth and preserved in the Agreement, all of Assignor's worldwide right, title, and interest in, to, and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to, or subsequent to the date of this Assignment, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and all priority rights in the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

Assignor agrees to execute, acknowledge, and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements, and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

Cice, Inc.

By: [Signature]

Printed Name: Michael Evanoff

Title: CFO

STATE OF Florida
COUNTY OF Osceola

Before me, a Notary Public, in and for said County and State, personally appeared Michael Evanoff known to me to be the CFO of Cice, Inc., who acknowledged the execution of the foregoing Intellectual Property Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 15 day of Dec, 2011.



Janet Conway
Notary Public-Signature

Janet Conway
Printed Name

My Commission Expires: 11-01-14

Orange
County of Residence

EXHIBIT A

Registered Trademarks and Trademark Applications

Trademark	Country	Application No.	Registration No.	Class	Status
ClickEquations	USA	77638809	3654146	IC042	Registered

Copyrights, Registered Copyrights and Copyright Applications

The Copyright for all source code ever acquired, created, bought or escrowed throughout the life of ClickEquations, Inc. including, but not limited to, all source code contained in all software related to the Intelligent paid search platform for large advertisers and agencies.