

## 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
Mike Johnson		12/15/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quepasa Corporation		
Street Address:	100 Union Square Drive		
City:	New Hope		
State/Country:	PENNSYLVANIA		
Postal Code:	18938		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3546943	MEETME	
Serial Number:	85456113	MEETME	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212)768-6747		
Email:	trademarks@snrdenton.com,ian.farias@snrdenton.com		
Correspondent Name:	Mary S. Mathew		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20001724-0009		
NAME OF SUBMITTER:	Mary S. Mathew		
Signature:	/mary s. mathew/		

OP \$65.00 3546943

Date:

05/14/2012

**Total Attachments: 3**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”), effective as of December 15, 2011, is by and between Mike Johnson, a United States citizen with an address at c/o SNR Denton US LLP, PO Box 061080, Wacker Drive Station, Willis Tower, Chicago Illinois 60606, USA (the “Assignor”) and Quepasa Corporation, a Delaware corporation, located at 100 Union Square Drive, New Hope, PA 18938 (“Assignee”).

WHEREAS, Assignor is the owner of the Trademark Application(s) and/or Registration(s) listed in Exhibit A (the “Trademarks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks;

WHEREAS, Assignor desires to convey all right, title and interest in and to the Trademarks to Assignee; and

In consideration of the foregoing mutual promises and understandings contained herein, and for good and valuable consideration, Assignor irrevocably assigns, transfers, sells and delivers to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Trademarks, including all common law rights, together with the goodwill symbolized by any use of the mark covered by the Trademarks, and the right to sue third parties for and recover damages from past and future infringement of the Trademarks.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that there are no right, title or interest outstanding inconsistent with the right, title and interest assigned herein.

Assignor hereby authorizes the United States Patent and Trademark Office and/or any official of any other country empowered to issue trademark registrations, to record this assignment, and to issue or transfer all said Trademarks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Agreement.

This Agreement reflects the entire agreement and understanding between the Parties. There are no warranties or obligations assumed by either Party, except as set out herein.


This Agreement may be executed in counterparts, and facsimile or PDF copies may substitute for original pages.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

**ASSIGNOR:**  
**MIKE JOHNSON**

By:  \_\_\_\_\_

**ASSIGNEE:**  
**QUEPASA CORPORATION**

By:  \_\_\_\_\_  
Name:   
Title: 

**EXHIBIT A**

<b>Mark</b>	<b>Application No. / Registration No.</b>	<b>Application Filing Date / Registration Date</b>	<b>Country</b>
MEETME	3546943	12/16/2008	USA
MEETME	85/456113	10/25/2011	USA