

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
Donovan Data Systems, Inc.		03/01/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	MediaOcean LLC
Street Address:	115 West 18th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3645029	BRANDOCEAN
Registration Number:	2969578	DDS
Registration Number:	3000082	DDS DONOVAN DATA SYSTEMS
Registration Number:	4024283	IDESK
Registration Number:	4030176	MEDIACON
Registration Number:	2435167	PROPOSER
Registration Number:	2404130	PROPOSER
Registration Number:	1280227	SPOTPAK

CORRESPONDENCE DATA

Fax Number: 2124466460
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464800
 Email: hayley.smith@kirkland.com
 Correspondent Name: Hayley Smith, Senior Legal Assistant

CH \$215.00 3645029

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 39701-4

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 05/29/2012

Total Attachments: 7
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**ASSIGNMENT OF INTELLECTUAL PROPERTY
(DONOVAN DATA SYSTEMS, INC.)**

This Assignment of Intellectual Property (this "Assignment") is made as of March 1, 2012, by and between Donovan Data Systems, Inc., a New York corporation ("Assignor"), and MediaOcean LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee, Assignor and MBXG Holdings, , Inc. have entered into that certain Contribution Agreement (as in effect from time to time, the "Contribution Agreement") dated September 26, 2011, pursuant to which, effective as of the date hereof, Assignor has contributed, sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to DDS's Assets (as defined in the Contribution Agreement).

WHEREAS, Assignor owns the Intellectual Property identified on Schedule A attached hereto (the "Acquired IP").

WHEREAS, Assignor is executing and delivering this Assignment for the purpose of evidencing the contribution, sale, conveyance, transfer, assignment and delivery of Assignor's right, title and interest in and to the Acquired IP to Assignee pursuant to the Contribution Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants set forth herein and in the Contribution Agreement and for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contribution Agreement. This Assignment is made, executed and delivered pursuant to and in accordance with the Contribution Agreement, the terms of which shall not be merged hereinto but shall survive the execution hereof as and to the extent provided therein. In the event of a conflict between the terms of this Assignment and the Contribution Agreement, the terms of the Contribution Agreement will control.

2. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Acquired IP, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made, in all cases free and clear of all Encumbrances other than Permitted Encumbrances.

3. Assignor, and each of its successors and assigns, shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transfer, conveyance and assignment of the Acquired IP to Assignee on the terms set forth in the Contribution Agreement.

4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. This Assignment shall not be construed to confer any rights or benefit upon any Person, other than Assignor and the Assignee or their respective successors or permitted assigns; provided that MediaBank shall be an express, third-party beneficiary with respect to all of the provisions of this Assignment. This Assignment may be amended, and any provision of this Assignment may be waived, only by written agreement of each of Assignor, Assignee and MediaBank.

5. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware (other than the choice of law principles thereof) that would result in the application of the laws of any other jurisdiction.

6. In the event any one or more of the provisions contained in this Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile or .pdf signature shall be acceptable as an original for all purposes.

8. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies the parties set forth in the Contribution Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN TESTIMONY WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed and delivered as of the date first written above.

ASSIGNOR:

DONOVAN DATA SYSTEMS, INC.

By: Michael Donovan
Name: Michael Donovan
Title: Chairman

State of New York)
County of New York) SS
)

On this 1st day of March, 2012, before me, a Notary Public in and for the County and State aforesaid, appeared Michael Donovan, the Chairman of Donovan Data Systems, Inc., to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Notary Public:

My Commission Expires: _____

April B. Abrams

APRIL B. ABRAMS
Notary Public, State of New York
No. 01AB5030907
Qualified in Nassau County
Commission Expires July 25, 2014

Acknowledged and Agreed:

MEDIAOCEAN LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

INTELLECTUAL PROPERTY

Table 1: TRADEMARKS

Table 2: COPYRIGHTS

Table 3: DOMAIN NAMES

SCHEDULE A**TABLE 1****TRADEMARK APPLICATIONS AND REGISTRATIONS**

Mark	Country	Status	App/Reg. No.	App./Reg. Date
BRANDOCEAN	U.S. Federal	Registered	3645029	06/23/09
DDS	U.S. Federal	Registered	2969578	07/19/05
DDS DONOVAN DATA SYSTEMS	U.S. Federal	Registered	3000082	09/27/05
IDESK	U.S. Federal	Registered	4024283	09/13/11
MEDIAOCEAN	U.S. Federal	Registered	4030176	09/27/11
PROPOSER	U.S. Federal	Registered	2435167	03/13/01
PROPOSER	U.S. Federal	Registered	2404130	11/14/00
SPOTPAK	U.S. Federal	Registered	1280227	05/29/84
MEDIABASE	Austria	Registered	134824	02/26/91
BRANDOCEAN	Canada	Pending	1514114	02/02/11
DDS	Canada	Registered	TMA687545	05/10/07
BRANDOCEAN	European Community Trademarks	Registered	4872991	12/19/06
DDS	European Community Trademarks	Registered	539759	10/13/00
MEDBUYER	European Community Trademarks	Registered	2300762	12/16/03
MEDIAOCEAN	European Community Trademarks	Registered	10325091	03/16/12
DDS	Germany	Registered	2913752	07/21/97
BRANDOCEAN	United Kingdom	Registered	2412608	08/11/06
D D S	United Kingdom	Registered	1329360	03/26/93

TABLE 2

COPYRIGHT APPLICATIONS AND REGISTRATIONS

Copyright Title	Reg. No.	Reg. Date
Printpak	TX6820895	8/15/ 07
Spotpak	TX6820874	8/15/ 07
Accpak	TX6817492	8/15/ 07
Netpak	TX6820882	8/15/ 07
Prodpak	TX6820913	8/15/ 07

TABLE 3
DOMAIN NAMES

None.