

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
QualitySmith, Inc.		05/30/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	QSMedia Acquisition Corp.		
Street Address:	12667 Alcosta Blvd., Ste. 200		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3135914	BIDPLUS	
Registration Number:	3104022	QUALITYSMITH	
Registration Number:	3148080	ROOFSMITH	
Registration Number:	3297099	GLASS.NET	
Registration Number:	3293599	GLASSONE	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.833.2373		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	353952-900100		

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NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)
Signature:	/Paul A. McLean/
Date:	06/11/2012
Total Attachments: 4 source=Trademark Assignment Agreement Signed#page1.tif source=Trademark Assignment Agreement Signed#page2.tif source=Trademark Assignment Agreement Signed#page3.tif source=Trademark Assignment Agreement Signed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of May 30, 2012 (the "Effective Date") by and between QualitySmith, Inc., a Washington corporation ("Assignor"), to QSMedia Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 30, 2012, by and between Reply! Inc., a Delaware corporation ("Parent"); Assignee; Tami Arias, as Personal Representative of the Estate (the "Estate") of Robert B. Schmidt, deceased; Rebecca Schmidt, as guardian and mother of Carson Schmidt and Cole Schmidt, beneficiaries of the Estate; Rebecca Schmidt, as an individual and beneficiary of the Estate; Assignor and Glassdotnet, LLC, a Washington limited liability company, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

2. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

QUALITYSMITH, INC.

By: 

Name: Mike Wieniak

Title: President

ASSIGNEE:

QSMEDIA ACQUISITION CORP.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement – QualitySmith to QSMedia]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

QUALITYSMITH, INC.

By: _____
Name: Mike Wienick
Title: President

ASSIGNEE:

QSMEDIA ACQUISITION CORP.

By: _____
Name: Payam Zamani
Title: Chief Executive Officer

{Signature Page to Trademark Assignment Agreement -- QualitySmith to QSMedia}

SCHEDULE A

Trademark	Status	Reg. No.	Reg. Date
BidPlus	Registered	3135914	8/29/2006
QualitySmith	Registered	3104022	6/13/2006
Q Smith	Registered	3356092	12/18/2007
89Glass	Registered	2957081	5/31/2005
89Glass.com	Registered	2966594	7/12/2005
RoofSmith	Registered	3148080	9/26/2006
SimpleSupport	Registered	2970279	7/19/2005
Webstimate	Registered	3030250	12/13/2005
Glass.net	Registered	3297099	9/25/2007
GlassOne	Registered	3293599	9/18/2007
WindshieldSmith	Registered	3248495	5/29/2007