

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
Hydra Group LLC		06/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Adknowledge LEO, Inc.		
Street Address:	4600 Madison Avenue, 10th FL		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3384463	HYDRA	
Registration Number:	3369318	HYDRA NETWORK	
Registration Number:	3293876	REACH THROUGH THE .NET	
CORRESPONDENCE DATA			
Fax Number:	8169311769		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	816-841-7622		
Email:	ip@adknowledge.com		
Correspondent Name:	Jerome R. Smith, Jr.		
Address Line 1:	4600 Madison Avenue, 10th FL		
Address Line 4:	KANSAS CITY, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	ADK1.353		
NAME OF SUBMITTER:	Jerome R. Smith, Jr.		

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Signature:	/Jerome R. Smith, Jr./
Date:	06/13/2012
Total Attachments: 7 source=ASMT-HYDRA Group llc to ADK LEO#page1.tif source=ASMT-HYDRA Group llc to ADK LEO#page2.tif source=ASMT-HYDRA Group llc to ADK LEO#page3.tif source=ASMT-HYDRA Group llc to ADK LEO#page4.tif source=ASMT-HYDRA Group llc to ADK LEO#page5.tif source=ASMT-HYDRA Group llc to ADK LEO#page6.tif source=ASMT-HYDRA Group llc to ADK LEO#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into effective as of June 16, 2010 (the “**Effective Date**”) by and between Hydra Group LLC, a Delaware limited liability company (the “**Assignor**”) and Adknowledge LEO, Inc., a Delaware corporation (the “**Assignee**”).

1.0 Background.

1.1 The Assignor and the Assignee have entered into that certain Asset Purchase Agreement among the Assignor, Assignee and for purposes of Section 5.2 and Article VIII thereof, each of Zac Brandenburg, an individual, Louis Amoroso, an individual and Gianmarco Giannini, an individual, dated as of the Effective Date (the “**Agreement**”), pursuant to which the Assignor wishes to assign to the Assignee, among other intellectual property set forth in the Agreement, the Marks, Patents and Copyrights (as each of those terms is defined below). Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to such terms in the Agreement.

2.0 Assignment.

2.1 In consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sells, transfers and sets over unto the Assignee its entire right, title and interest in and to all Business Intellectual Property, including, without limitation, the following:

(a) the trade names, trademarks and service marks (registered and unregistered), domain names and other Internet or World Wide Web URLs, addresses or identifiers, trade dress and similar rights and applications to register any of the foregoing (including pending “intent to use” and similar applications that reserve the right to obtain or that establish or may establish a priority date with respect to any of the foregoing) listed on Exhibit A attached hereto (collectively the “**Marks**”), together with the associated goodwill, and all registrations and applications to register any such Marks;

(b) the patents and patent applications (including provisional applications and all other filings that establish or may establish priority dates) listed on Exhibit B attached hereto (collectively the “**Patents**”), together with all corresponding foreign applications and patents which may be filed thereon (including the right to claim priority from such patents); and

(c) the copyrights (registered and unregistered), mask work rights (registered and unregistered), exclusive licenses of copyrights (registered and unregistered) and applications for copyright registration listed on Exhibit C attached hereto (collectively, “**Copyrights**”).

2.2 The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and, at the cost and expense of the Assignee, to perform any other reasonable acts the Assignee may require in order to vest all of the Assignor's rights, title, and interest in and to the Business Intellectual Property in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

2.3 The Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney in fact, to act for and on its behalf and stand to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters of patent, trademark or service mark registrations or copyright registrations, or to evidence, perfect or facilitate transfers or assignments thereof or of any other intellectual property assigned hereunder (or related to or derived from any intellectual property assigned hereunder), with the same legal force and effect as if executed by such Assignor. This appointment is coupled with an interest in and to the intellectual property assigned hereunder and any inventions, works of authorship, trademarks, service marks, trade secrets and other things to which such intellectual property may apply.

3.0 Miscellaneous.

3.1 Nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Assignment, the provisions of the Agreement will control.

3.2 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.3 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

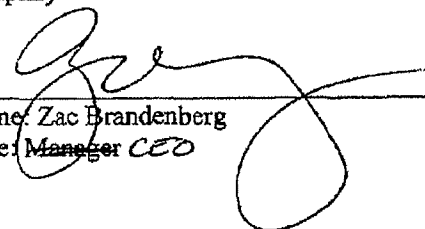
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IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor and Assignee, have executed this Assignment below effective as of the Effective Date.

ADKNOWLEDGE LEO, INC., a Delaware corporation

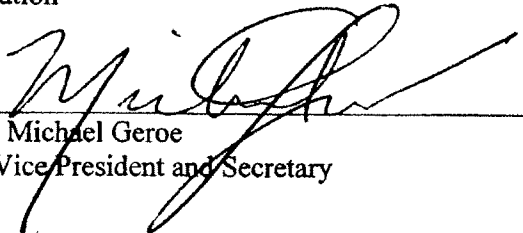
By: _____
Name: Michael Geroe
Title: Vice President and Secretary

HYDRA GROUP LLC, a Delaware limited liability company

By:  _____
Name: Zac Brandenburg
Title: ~~Manager~~ CEO

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor and Assignee, have executed this Assignment below effective as of the Effective Date.

ADKNOWLEDGE LEO, INC., a Delaware corporation

By: 
Name: Michel Geroe
Title: Vice President and Secretary

HYDRA GROUP LLC, a Delaware limited liability company

By: _____
Name: Zac Brandenburg
Title: Manager

Exhibit A

Marks

Hydra (Reg. No. 3,384,463)

Hydra Network (Reg. No. 3,369,318)

Reach through the .Net (Reg. No. 3,293,876)

Exhibit B

Patents

None.

Exhibit C

Copyrights

None.