

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
iPinion, LLC		05/07/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	iPinion, Inc.		
Street Address:	5800 Tennyson Parkway		
Internal Address:	Suite 600		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85305588	IIII IPINION	
Serial Number:	85305604	IIII IPINION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-365-7501		
Email:	krowley@e-rewardsinc.com		
Correspondent Name:	Kathleen H. Rowley		
Address Line 1:	5800 Tennyson Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Plano, TEXAS 75024		
NAME OF SUBMITTER:	Kathleen H. Rowley		
Signature:	/Kathleen H. Rowley/		

OP \$65.00 85305588

Date:

06/14/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made on this 7th day of May, 2012 (the "**Trademark Assignment**") between iPinion, LLC, an Ohio limited liability company ("**Assignor**"), and iPinion, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase Agreement, dated May 7, 2012 by and among Assignor, Assignee, Assignee's parent corporation, e-Rewards, Inc. and Palanivel Kuppusamy, an individual resident of Ohio ("**Kuppusamy**"), Stephen von Bevern, an individual resident of Kansas ("**von Bevern**") and Anitha Manoharan, an individual resident of Ohio ("**Manoharan**", and together with Kuppusamy and von Bevern, collectively, "**Owners**", and each individually, an "**Owner**") (the "**Asset Purchase Agreement**"), Assignor has sold the Purchased Assets to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, including but not limited to the trademarks listed on **Exhibit A** hereto, and all registrations, renewals and applications therefor, owned and used by Assignor in connection with the operation of its business (the "**Trademarks**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all trademark registrations, when granted, to Assignee, as buyer of Assignor's entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense (except as may be provided in the Asset Purchase Agreement), such additional documents as are reasonably necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without

limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and reasonably assist, at Assignee's sole cost and expense (except as may be provided in the Asset Purchase Agreement), in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without application of principles of conflicts of law).

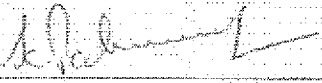
This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

IPINION, LLC,
Assignor

IPINION, INC.,
Assignee

By: 
Palanivel Kuppasamy
Chief Executive Officer & Founder

By: _____
Nathan Runnicles
President & Chief Financial Officer

THE STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2012 personally appeared _____, _____ of iPinion, LLC, an Ohio limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

NOTARY PUBLIC, STATE OF _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

IPINION, LLC,
Assignor

IPINION, INC.,
Assignee

By: Nathan Runnicles
Nathan Runnicles
President & Chief Financial Officer

By: _____
Palanivel Kuppusamy
Chief Executive Officer & Founder

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2012 personally appeared _____, _____ of iPinion, LLC, an Ohio limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

NOTARY PUBLIC, STATE OF _____

EXHIBIT A
TRADEMARKS

(i) common law rights of Assignor:

“iPinion”
“iPinion and design”
“miVue”
“iAuthor”
“Surveys on the Go”
“CR Surveys to QR Surveys”

App name iPinion and mivue are registered / reserved in the following mobile OS app stores.

Appstore (iOS)	iPinion, mivue
Market (Android)	iPinion, mivue
Appworld (Blackberry)	iPinion, mivue

(ii) applications for the registration of Assignor’s Intellectual Property Rights owned by Assignor:

1. U.S. Trademark Application Serial No. 85/305588 "IPINION (and Design)" in International Class 9 filed on April 27, 2011.
2. U.S. Trademark Application Serial No. 85/305604 “IPINION (and Design)” in International Class 35 filed on April 27, 2011, registered on March 27, 2012 U.S. Trademark Registration No. 4117521