

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
Zeta Interactive Corporation		06/22/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Zeta Interactive, LLC		
Street Address:	1000 Wisconsin Avenue		
Internal Address:	Suite 100		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20007		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3711927	ZETA	
Registration Number:	4050833	GIMIDEALS	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024576000		
Email:	bdonovan@pattonboggs.com		
Correspondent Name:	Patton Boggs LLP		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	026718.0101		
NAME OF SUBMITTER:	Lacy L. Kolo		
Signature:	/Lacy L. Kolo/		

OP \$65.00 3711927

Date:

07/11/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of June 22, 2012, by and between Zeta Interactive Corporation, a Delaware corporation ("Assignor"), and Zeta Interactive, LLC, a Delaware corporation limited liability company ("Assignee").

WHEREAS, Assignor has certain rights in, to and under intellectual property and proprietary information, including patents and patent applications (including all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof) and patent disclosures, inventions, business methods, discoveries, ideas and improvements (whether or not patentable and whether or not reduced to practice) and trademarks, trade names, service names and all associated goodwill; as listed on Exhibit A (collectively, the "Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 22, 2012, made by and among Assignor and Assignee (the "Asset Purchase Agreement"), Assignor is selling to Assignee, and Assignee is purchasing from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing recitals set forth above and in consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement and in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interest in and to the Intellectual Property listed in Exhibit A, free and clear of all liens, claims, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights in favor of Assignor for, or arising from any past, present or future infringement of, the Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. This Assignment and all assignments, transfers and other actions confirmed hereby shall be governed by and construed in accordance with the terms and conditions of the Asset Purchase Agreement and the laws of the State of Delaware. To the extent any inconsistency exists between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control and prevail.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ZETA INTERACTIVE CORPORATION

By: Mina Rhee
Name: Mina Rhee
Title: CEO

STATE OF New York
COUNTY OF New York

SUBSCRIBED AND SWORN to before me on this 22 day of June, 2012, appeared Mina Rhee, the person who signed this instrument.

Notary Public [Signature]

My Commission Expires: Feb 6, 2016

Johanny Man Wong
Notary Public, State of New York
No. 01W06255691
Qualified in New York County
Commission Expires on February 6, 2016

The foregoing Assignment by Zeta Interactive Corporation is hereby accepted as of the _____ day of _____, 2012.

ZETA INTERACTIVE, LLC

By: _____
Name: _____
Title: _____

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ZETA INTERACTIVE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this ___ day of _____, 2012, appeared _____, the person who signed this instrument.

Notary Public

My Commission Expires:

The foregoing Assignment by Zeta Interactive Corporation is hereby accepted as of the ___ day of _____, 2012.

ZETA INTERACTIVE, LLC


By: 
Name: David A. Steinhilber
Title: CEO & President

EXHIBIT A

(Please see Schedule 3.10 of the Asset Purchase Agreement)

Schedule 3.10

77/721571	4/42/2009	ZETA	Registered
3711927	11/17/2009		
85/224665	1/24/2011	GIMIDEALS	Registered
4050833	11/1/2011		