

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
BANKS.COM, INC.		07/25/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	InterSearch Corporate Services, Inc.		
Street Address:	12 Crockett Drive		
City:	Moraga		
State/Country:	CALIFORNIA		
Postal Code:	94556		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2064772	INTERSEARCH	
Registration Number:	3459355	INTERSEARCH	
Registration Number:	3793375	INTERSEARCH	
CORRESPONDENCE DATA			
Fax Number:	2123820888		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-382-0700		
Email:	lalesci@ostrolenk.com		
Correspondent Name:	Ostrolenk Faber LLP		
Address Line 1:	1180 Avenue of the Americas		
Address Line 2:	7th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Robert C. Faber		
Signature:	/Robert C. Faber/		

OP \$90.00 2064772

Date:

08/30/2012

Total Attachments: 3

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Trademark Assignment

This Trademark Assignment, entered into this 25 th day of July, 2012 ("Effective Date"), is by and among BANKS.COM, INC. ("Assignor") and INTERSEARCH CORPORATE SERVICES, INC., a Nevada corporation, together with its affiliates, successors, assigns and/or designees (collectively referred to as the "Assignee").

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to (i) the registered trademark INTERSEARCH, United States Patent and Trademark Office registration number 2064772, and all goodwill pertinent thereto; (ii) the registered trademark INTERSEARCH, United States Patent and Trademark Office registration number 3459355, and all goodwill pertinent thereto; and (iii) the registered trademark INTERSEARCH, United States Patent and Trademark Office registration number 3793375, and all goodwill pertinent thereto, and all other registrations and applications therefor anywhere in the world, if any (collectively, the "Marks"); and

WHEREAS, Assignee wishes to accept such assignment.

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

1. Assignor hereby irrevocably assigns and transfers to Assignee, for Assignee's own use and enjoyment: (a) all right, title, and interest in, to, and under the Marks, and all goodwill pertinent thereto; (b) all registrations of, and applications to register, each of the Marks in the United States and other countries and jurisdictions, if any; (c) all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks; and (d) the right to sue for damages and to collect the same. Assignor hereby acknowledges that it retains no rights in or to the Marks, and agrees not to challenge the validity of Assignee's ownership of, or any other aspect of, the Marks. The right, title, and interest is to be held and enjoyed by Assignee and its successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor agrees to execute, acknowledge, and/or deliver, at Assignee's expense, such other documents as may reasonably be requested by Assignee to give effect to the terms hereof. If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Trademark Assignment with the same legal force and effect as if executed by Assignor.

3. By their signatures below, the parties hereto represent that they have full right, power and authority to enter into and perform under this agreement. This Agreement may be executed by facsimile signature and in one or more counterparts, each of which shall be deemed to be an original and all counterparts shall together constitute one and the same instrument.

4. Assignor and Assignee agree that this Assignment shall inure to the benefit of and be binding upon each of Assignor and Assignee as well as each of their respective agents, representatives, shareholders, officers, directors, employees, assigns, heirs, subsidiaries, affiliates, parent companies, and predecessor or successor companies.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles that would establish applying another state's laws.

6. It is the belief of the parties that this Agreement does not contain any provisions contrary to law. However, if any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from this Agreement and the remaining parts shall be valid and enforceable, so long as such remaining parts continue to fulfill the original intent of the parties.

IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Trademark Assignment as of the Effective Date.

BANKS.COM, INC.

By: 

Name: Carrie Ferman

Title: President

INTERSEARCH CORPORATE SERVICES, INC.

By: 

Name: Carrie Ferman

Title: President

[Signature Page to Trademark Assignment]