

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ePals-Nexify, Inc.		10/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Olympia Transfer Services Inc., as Trustee		
Street Address:	120 Adelaide Street West, Suite 920		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1T1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3436891	DAILYME	
Registration Number:	3865375	NEWSTOGRAM	
Registration Number:	3703112	THE NEXT MOVEMENT IN NEWS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128367319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	09892-0002-05948		
DOMESTIC REPRESENTATIVE			

900236525

TRADEMARK
 REEL: 004884 FRAME: 0808

CH \$90.00 3436891

Name: Thomas Porrovecchio c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul J. Somelofske
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Signature:	/Paul J. Somelofske/
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Date:	10/19/2012
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Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

October 19, 2012

WHEREAS, ePals-Nexify, Inc., a Delaware corporation (herein referred to as “Grantor”), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor is obligated to Olympia Transfer Services Inc., as Trustee (referred to herein as the “Grantee”) and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of October 19, 2012 (the “Guarantee and Collateral Agreement”) among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee’s address is Olympia Transfer Services Inc.
120 Adelaide Street West, Suite 920
Toronto, Ontario M5H 1T1
Attention: Corporate and Shareholder Services
Facsimile No: (416) 364-1827

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IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

EPALS-NEXIFY, INC.

By: 

Name: *Edmund H B*

Title: *President*

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
DAILYME (US)	5/27/2008	3436891
DAILYME (International)	5/25/2007	928741
DAILYME (Canada)	5/4/2010	TMA765680
NEWSTOGRAM (US)	10/19/2010	3865375
NEWSTOGRAM (International)	12/11/2009	1024576
THE NEXT MOVEMENT IN NEWS (US)	10/27/2009	3703112