

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adknowledge, Inc.		07/26/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	0945993 B.C.		
<b>Street Address:</b>	200 - 116 W Hastings		
<b>City:</b>	Vancouver BC		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85229957	SUPER REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7035049415		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2028351111		
<b>Email:</b>	tboyden@clarkbrody.com		
<b>Correspondent Name:</b>	Clark & Brody		
<b>Address Line 1:</b>	1700 Diagonal Road		
<b>Address Line 2:</b>	Suite 510		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	12195-0049 ADK TO 094		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**CH \$40.00 85229957**

**900240567**

**TRADEMARK  
 REEL: 004914 FRAME: 0880**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christopher W. Brody

Signature:

/Christopher W. Brody/

Date:

12/07/2012

**Total Attachments: 4**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement ("**Assignment Agreement**") is dated as of July \_\_\_\_, 2012, by and between Adknowledge, Inc., Adknowledge Social Currency, LLC and KITN Media ULC (collectively, the "**Assignor**") and 0945993 B.C. Ltd. or a nominee thereof ("**Assignee**").

### WITNESSETH

WHEREAS, Assignor desire to transfer to Assignee, and Assignee desires to receive, all of the Assignor's right, title and interest, in and to the registered trademarks, and common law trade-marks, referred to collectively as the "**Trademarks**", and Domain Names listed in Schedule A attached hereto, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world;

WHEREAS Assignee is desirous of obtaining the entire right, title and interest in and to the Trademarks and Domain Names;

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and does hereby sell, assign and transfer to Assignee the Assignor's entire right, title and interest in and to said Trademarks and Domain Names, together with all associated goodwill, the aforementioned sale, assignment and transfer from the Assignor to the Assignee collectively referred to as the "Assignment," the same to be held by said Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of the Assignor that took place prior to the date of this Assignment Agreement, and the right to oppose any application to register a trade-mark which may be confusingly similar to the Trademarks.

Assignor agrees to execute any additional documents presented to Assignor by Assignee and to perform any other acts which are reasonably necessary to evidence or perfect the Assignment of this Assignment Agreement, including those reasonably necessary to effectuate the recordation of the Assignment of this Assignment Agreement, at Assignee's sole expense.

This Assignment Agreement may be executed in two or more counterparts and by facsimile or PDF, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Assignment Agreement shall be effective in the United States and Canada, and all foreign countries.

IN WITNESS WHEREOF, this Assignment Agreement has been signed on behalf of each of the parties hereto as of the date first written above.

**"ASSIGNOR"**

Adknowledge, Inc.

Adknowledge Social Currency, LLC

By: [Signature]

By: [Signature]

Name: ~~Michael R. Geroe~~ RAFFAELE SADUN

Name: ~~Michael R. Geroe~~ RAFFAELE SADUN

Its: ~~Secretary~~ CFO

Its: ~~Secretary~~ CFO

KITN Media ULC

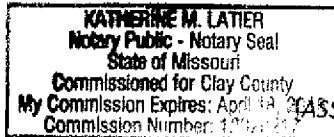
By: [Signature]

Name: ~~Michael R. Geroe~~ RAFFAELE SADUN

Its: ~~Secretary~~ CFO

I certify that I know or have satisfactory evidence that <sup>RAFFAELE SADUN</sup>~~Michael R. Geroe~~ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute this Assignment Agreement and acknowledged it as the CFO of the Assignors, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the Assignment Agreement.

Dated this 26 day of July, 2012.

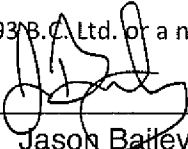


Katherine M Latzer  
Signature of Notary - Kathu M Latzer

[ASSIGNOR SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

**"ASSIGNEE"**

0945993 B.C. Ltd. or a nominee thereof

By:  \_\_\_\_\_

Name: Jason Bailey

Its: Director

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute this Assignment Agreement and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the Assignment Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Notary – \_\_\_\_\_

[ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

**SCHEDULE A**

**Trademarks**

**A. US/CND and foreign trademark, service mark and trade names:**

MARK	COUNTRY	APPLICATION/DATE	STATUS
SUPERREWARDS (Block letters standard characters)	U.S.	85229200/28-Jan-2011	NOA ISSUED (*)
SUPER REWARDS (Block letters standard characters)	U.S.	85229957/31-Jan-2011	NOA ISSUED (*)
SOCIAL2WEB (class 9)	U.S.	85360651/June 30, 2011	NOA issued (24-Jan-2012, extension filed through 20-Jan-2013)
SOCIAL2WEB (Class 35)	U.S.	85360672/June 30, 2011	LIVE

\* "NOA" means Notice of Allowance

**B. Domain Names:**

NAME	REGISTERED OWNER	EXPIRATION DATE
kitnmedia.com	ADK	31-Oct-2012
superrewards.com	ADK	19-Aug-2013
srpoints.com	ADK	14-May-2013
superrewardz.com	ADK	14-Jul-2013
suparewards.com	ADK	19-Aug-2016
mail-superrewards.com	ADK	28-Dec-2012
offers-superrewards.com	ADK	31-Dec-2012
suparewards.org	ADK	28-Jul-2016
superfastfinder.com	ADK	22-Aug-2012
superrewards-offers.com	ADK	31-Dec-2012
kitnmedia-offers.com	ADK	31-Dec-2012
offers-kitnmedia.com	ADK	21-Sept-2013
angrychinaman.com	ADK	2-Dec-2012
superrewards-mail.com	ADK	3-Apr-2013
superrewards.xxx	ADK	10-Dec-2012
Superrewards-images.com	ADK	22-Jun-2013
Srpoints.xxx	ADK	10-Dec-2012
Srftw.com	ADK	19-Feb-2013