

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
0945993 B.C. Ltd.		12/05/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Playerize Network Inc.		
Street Address:	200 - 116 W. Hastings Street		
City:	Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V6B 1G8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85229957	SUPER REWARDS	
CORRESPONDENCE DATA			
Fax Number:	7035049415		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2028351111		
Email:	tboyden@clarkbrody.com		
Correspondent Name:	Clark & Brody		
Address Line 1:	1700 Diagonal Road		
Address Line 2:	Suite 510		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0945 TO PLAYERIZE		
DOMESTIC REPRESENTATIVE			
Name:	Clark & Brody		
Address Line 1:	1700 Diagonal Road		

CH \$40.00 85229957

900240573

**TRADEMARK
 REEL: 004914 FRAME: 0903**

Address Line 2: Suite 510
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Christopher W. Brody
Signature:	/Christopher W. Brody/
Date:	12/07/2012

Total Attachments: 3
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**WORLDWIDE
TRADE-MARK**

ASSIGNMENT

For one dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged **0945993 B.C. Ltd.** ("Assignor"), a corporation incorporated under the laws of British Columbia, whose address is 200 – 116 W Hastings, Vancouver BC, confirms that it assigned and does hereby assign to **PLAYERIZE NETWORK INC.** ("Assignee"), a corporation incorporated under the laws of Canada, whose address is 200 - 116 W. Hastings Street, Vancouver, B.C., V6B 1G8, all the Assignor's worldwide rights, title and interest in and to the trademarks, service marks, and/or trade names identified in Schedule A hereto (hereinafter the "Marks") including all present and future trademark application(s), registration(s) and renewal(s) of registration(s) in respect of the Marks together with that portion of Assignor's business with which it has a *bona fide* intent to use the Marks and the goodwill of the business symbolized by and associated with the Marks, along with all applicable common law rights in the Marks, all Convention or Treaty rights in the Marks, and all rights to sue for present and future infringement, dilution, damage or injury thereof, as well as infringements, dilution, damage or injury occurring prior to the date of this assignment, as fully as these rights would have been held by the Assignor had this assignment not been made. The Assignee is the successor to the portion of the Assignor's business to which the Marks pertain, which is ongoing and subsisting.

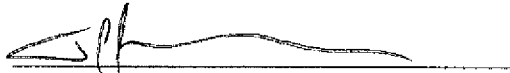
Assignor covenants that, to the best of his knowledge, it has the full right and power to convey the entire interest herein assigned, and that it has not executed and shall not hereafter execute any document in conflict with this assignment.

Assignor agrees that upon request of the Assignee, its successors, assigns or other legal representatives, Assignor, its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary to carry out the intent of this Assignment, at the Assignor's expense, including but not limited to causing any party under the Assignor's control to execute such documents and do all other legal acts reasonably necessary to carry out the intent of this assignment. Without limiting the generality of the foregoing, these other legal acts include executing additional documents as may be required to record this assignment and to obtain registration of the assigned Marks in any country in the Assignee's name, or in the name of Assignee's successors, assigns or other legal representatives.

This assignment shall be governed by the laws of the **Province of Ontario, Canada.**

Executed this 5th day of December 2012.


0945993 B.C. LTD.



Printed Name: Jeff Magnusson

Title: CEO

Witness



Printed Name: Ed Levinson

Executed this 5th day of December 2012.

PLAYERIZE NETWORK INC.



Printed Name: Jeff Magnusson

Title: CEO

Witness



Printed Name: Ed Levinson

SCHEDULE A

Country	Trademark / Service Mark / Trade Name	Application Serial No.	Filing Date
United States	SUPERREWARDS	85229200	January 28, 2011
United States	SUPER REWARDS	85229957	January 31, 2011
United States	SOCIAL2WEB	85360651	June 30, 2011
United States	SOCIAL2WEB	85360672	June 30, 2011