

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kitara Media, LLC		09/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Q Interactive, LLC		
Street Address:	1613 NW 136th Ave., Suite 100		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3341533	THRUCHANNEL	
Registration Number:	3691035	THRUCHANNEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	brad.norton@sellingsource.com		
Correspondent Name:	Bradford Norton		
Address Line 1:	325 E. Warm Springs, Rd. Suite 200		
Address Line 4:	Las Vegas, NEVADA 89119		
NAME OF SUBMITTER:	Bradford Norton		
Signature:	/Bradford Norton/		
Date:	01/08/2013		
Total Attachments: 2 source=Kitara to Q Interactive 9 1 2010#page1.tif source=Kitara to Q Interactive 9 1 2010#page2.tif			

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**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into as of this 1st day of September, 2010 by and between:

Kitara Media, LLC a limited liability company duly organized and existing under the laws of the state of Delaware and having its principal place of business at 525 Washington Blvd., Ste 2620, Jersey City, NJ 07310; and

Q Interactive, LLC, a Limited Liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1613 NW Ave C, Suite 100, Sunrise FL, 33323;

(Kitara Media, LLC and Q Interactive, LLC shall individually be referred to as a "Party", and collectively as the "Parties".)

**NOW, THEREFORE**, intending to be bound, the Parties hereto agree as follows:

**Assignment**

Kitara Media, LLC hereby assigns all of its rights, obligations, and liabilities of the trademarks:

Thruchannel	USTPO	3341533
Thruchannel	US Virgin Islands	7515
THRUCHANNEL (logo)	USPTO	3691035

to Q Interactive, LLC, and Q Interactive, LLC hereby accepts such assignment ("Assignment").

As of the date of execution of this Agreement, Kitara Media, LLC shall have no further rights, obligations, and liabilities of any kind whatsoever to the above mentioned intellectual property.

Kitara Media, LLC warrants the following with regard to the property assigned herein:

1. Kitara Media, LLC is the owner of the property and there is not competing claims.
2. Kitara Media, LLC will not do any act which may prevent or hinder Q Interactive, LLC from enforcing the assigned right.

**Consent to Assignment**

Pursuant to the foregoing terms and conditions, Kitara Media, LLC hereby grants its consent to the Assignment and represents and warrants that it shall not raise any claim against Q Interactive, LLC in connection with the assigned right on or after the date of execution of this Agreement.

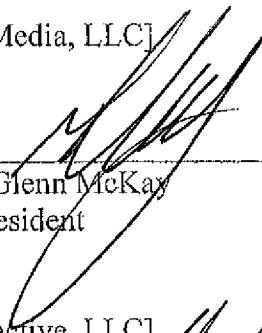
This Agreement shall be governed by the laws of the State of Nevada. Any dispute or controversy arising from this Agreement shall be subject to the dispute resolution procedures provided for in the American Arbitration Association before the American Arbitration Association in the City of Las Vegas, State of Nevada. Any award shall be final and binding and judgment thereon may be entered in any court of competent jurisdiction. Nothing in this paragraph will be construed to preclude any party from seeking injunctive relief in order to protect its rights pending arbitration.

This Agreement contains the entire understanding among the Parties hereto with respect to the matters covered herein and supersedes and cancels any prior understanding with respect to the matters covered herein.

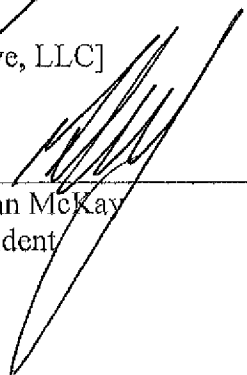
No changes, alterations or modifications hereto shall be effective unless made in writing and signed by all the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above and each Party shall keep one copy, respectively.

[Kitara Media, LLC]

By:   
Name: Glenn McKay  
Title: President

[Q Interactive, LLC]

By:   
Name: Glenn McKay  
Title: President