

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
PrecisionIR Group Holdings, Inc.		08/28/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	MediaPlatform, Inc.		
Street Address:	8383 Wilshire Blvd, Suite 750		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2755537	VCALL	
CORRESPONDENCE DATA			
Fax Number:	4106667274		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	410-628-7770		
Email:	jgalbreath@galbreath-law.com		
Correspondent Name:	John A. Galbreath		
Address Line 1:	2516 Chestnut Woods Ct.		
Address Line 4:	Reisterstown, MARYLAND 21136		
NAME OF SUBMITTER:	John A. Galbreath		
Signature:	/John A. Galbreath/		
Date:	02/11/2013		
Total Attachments: 3 source=Trademark Assignment from Holdings#page1.tif source=Trademark Assignment from Holdings#page2.tif source=Trademark Assignment from Holdings#page3.tif			

OP \$40.00 2755537

TRADEMARK ASSIGNMENT

WHEREAS, PrecisionIR Group Holdings, Inc. ("Assignor"), a corporation of the State of Virginia, having a place of business at 9011 Arboretum Parkway, Suite 295, Richmond, VA 23236 is the owner of the following trademarks (the "Trademarks"): Reg. No. 2332080 – VCALL, Reg. No. 2755537 – VCALL, Reg. No. 3764097 – VCALL QUICK MEETING;

WHEREAS, MediaPlatform, Inc. ("Assignee"), a corporation of the state of Delaware, having a place of business at 8383 Wilshire Blvd, Suite 750, Beverly Hills, CA 90211, is desirous of acquiring all right, title and interest in and to the foregoing Trademarks, together with the goodwill of the business with which the Trademarks have been used and which are symbolized by the Trademarks, and the right of recovery in all legal actions based on such Trademarks;

WHEREAS, Assignee and PrecisionIR Group, Inc., a corporation of the State of Delaware and parent company of Assignor, entered into an Asset Purchase Agreement dated August 28, 2012, which Assignor joined pursuant to that side letter dated February 8, 2013, whereby all right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks have been used and which is symbolized by the Trademarks, and the right of recovery in all legal actions based on such Trademarks are being transferred and assigned to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor does hereby assign, transfer and sell to Assignee as of August 28, 2012, all of the Assignor's entire right, title and interest in and to the foregoing Trademarks, together with the goodwill of the business in connection with which such Trademarks have been used and which is symbolized by the Trademarks, as fully and entirely as the same would have been held and enjoyed by it if this Assignment had not been made, including the right to pursue all actions based on such Trademarks and to recover for past infringement or violations of law relating to said Trademarks, the same to be held and enjoyed by the Assignee and its legal representatives, successors and assigns, for its own use and enjoyment, and for the use and enjoyment of its assigns, successors, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.
2. **Miscellaneous.** This Assignment shall be construed pursuant to the laws of the State of California, without regard to conflicts of laws provisions thereof. In the event that any provision of this Assignment shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This is the complete agreement of the parties, subject to Section 3 below, with respect to the subject matter hereof and can be modified or waived only by a mutually signed writing.

103870471 2

3. **Interpretation.** This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently herewith. This Assignment is not intended to, and does not, in any manner enlarge, diminish or modify the rights and obligations of the parties to the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Trademark Assignment to be signed,
as of the date first written above.

PrecisionIR Group Holdings, Inc.

By: 

Name: PHILIP COLE

Title: CEO