# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Intertainment Media, Inc. | | 04/02/2013 | CORPORATION: CANADA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Yappn Acquisition Sub, Inc. |
| Street Address: | 1001 Avenue of the Americas, 11th floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10018 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 85830530 | YAPPN |

CORRESPONDENCE DATA

Fax Number: 2129830772
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Phone: 212-986-1200
Email: wcox@gordonherlands.com
Correspondent Name: William H. Cox
Address Line 1: 355 Lexington Avenue
Address Line 2: Gordon, Herlands, Randolph & Cox LLP
Address Line 4: New York, NEW YORK 10017

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|---|---|
| ATTORNEY DOCKET NUMBER: | 5043.01 |
| NAME OF SUBMITTER: | Peter J. Vranum |
| Signature: | /peter j. vranum/ |
| Date: | 04/03/2013 |

Total Attachments: 1
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# ASSIGNMENT

THIS ASSIGNMENT, between Intertainment Media, Inc. ("Assignor"), a Canadian corporation with an address at 30 West Beaver Creek Road, Suite 111, Richmond Hill, Ontario, Canada L4B3K1, and Yappn Acquisition Sub, Inc. ("Assignee"), a Delaware corporation with an address at 1001 Avenue of the Americas, 11th Floor, New York, New York 10018.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 85/830530 (the "Trademark Application") for YAPPN (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application, the goodwill of the business in connection with which the Trademark is used and that portion of the business of Assignor to which the Trademark pertains, together with the right to sue and recover for past infringements, dilution and violations thereof, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2d day of April, 2013.

INTERTAINMENT MEDIA, INC.

By:
name: DAVID LUCATCH
title: CEO

YAPPN ACQUISITION SUB, INC.

By:
name: DAVID LUCATCH
title: CEO