

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
Deal Flow Media, Inc.		04/19/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TheStreet, Inc.		
Doing Business As:	The Deal, LLC		
Street Address:	14 Wall Street, 15th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2693783	PRIVATERAISE	
Registration Number:	2693771	PRIVATERAISE.COM	
Serial Number:	76520741	THE PIPES REPORT	
Serial Number:	76054521	SIMPLIFYING EQUITY PRIVATE PLACEMENTS	
CORRESPONDENCE DATA			
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>			
Phone:	(212) 321-5463		
Email:	TST.Notices@thestreet.com		
Correspondent Name:	TheStreet, Inc.		
Address Line 1:	14 Wall Street, 15th Floor		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Albert Ortiz		

OP \$115.00 2693783

Signature:	/Albert Ortiz/
Date:	05/06/2013
Total Attachments: 5 source=Trademark Assignment and Assumption Agreement#page1.tif source=Trademark Assignment and Assumption Agreement#page2.tif source=Trademark Assignment and Assumption Agreement#page3.tif source=Trademark Assignment and Assumption Agreement#page4.tif source=Trademark Assignment and Assumption Agreement#page5.tif	

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of April 19, 2013 between DealFlow Media, Inc., a New York corporation (the "Assignor") and The Deal, LLC., a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark and the registration thereof listed on Schedule A hereto (the "Marks"), and the goodwill associated therewith; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, between the Assignor and the Assignee, the Assignor has agreed to sell, assign and transfer to Assignee and the Assignee agreed to acquire certain assets from Assignor, including all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

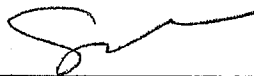
Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

DEALFLOW MEDIA, INC.

By: 
Name: Steven Dresner
Title: President

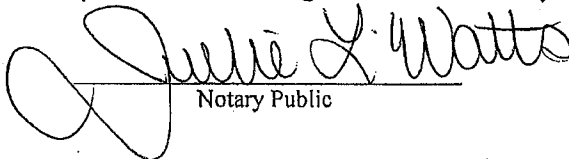
THE DEAL, LLC

By: _____
Name: Kevin Worth
Title: President

STATE OF New York)
COUNTY OF New York) ss.:

On the 19 day of April, 2013, before me personally came Steven Dresner, to me known, who, being by me duly sworn, did depose and say that he is the President of DealFlow Media, Inc., the corporation described in and which executed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JULIE L. WATTS
NOTARY PUBLIC, State of New York
No. 01WA5014268
Qualified in Nassau County
Commission Expires July 15, 2015


Notary Public

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK
REEL: 005021 FRAME: 0274

SCHEDULE A

REGISTERED MARKS

<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>
U.S.A.	9/7/04	THE PIPES REPORT	cancelled	2,883,379
U.S.A.	3/4/03	PRIVATERAISE	live	2,693,783
U.S.A.	3/4/03	PRIVATERAISE.COM	live	2,693,771
U.S.A.	3/4/03	SIMPLIFYING EQUITY PRIVATE PLACEMENTS	cancelled	2,693,772

UNREGISTERED MARKS

The Life Settlements Report
The Reverse Merger Report
The Registered Offerings Report
The SPAC Report
PIPEscreeener
PIPE Daily
PIPE ALERT
Shelf Screener
The DealFlow Report
DealFlow Media
PIPEwire
SPAC wire
Reverse Merger wire
Registered Offerings wire
Life Settlements Wire

UNREGISTERED SERVICE MARKS

Equity Private Placement Database
Placement Search Tool
Private Raise Profiles
ViewStats
RaiseStats
RaiseAlert
CFO Nexus

UNREGISTERED SERVICE MARKS RELATED TO DOUBLEDOWN

Trader Monthly
Dealmaker
Corporate Leader
Cigar Report
Trader Daily
Dealmaker Daily
Corporate Leader Daily
Doubledown Media
Wall Street Boxing
Players Club