

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
Pulse 360, Inc.		06/20/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	680 Media, Inc.
Street Address:	3893 Mannix Drive
Internal Address:	#522
City:	Naples
State/Country:	FLORIDA
Postal Code:	34114
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4067946	BARISTA
Serial Number:	85378436	BARISTA
Registration Number:	3447956	BEHAVIORTARGET
Registration Number:	2984604	CONTEXTTARGET
Registration Number:	3474061	PULSE 360
Registration Number:	4172107	PULSE 360 FULL CIRCLE PERFORMANCE
Registration Number:	3926508	PULSE 360° FULL CIRCLE PERFORMANCE
Registration Number:	3926509	PULSE 360 FULL CIRCLE PERFORMANCE
Registration Number:	3803512	PULSE360
Registration Number:	3299052	DEMOTARGET

**CORRESPONDENCE DATA**

Fax Number: 7168526100

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

OP \$265.00 4067946

*via US Mail.*

Phone: 7168477066  
Email: dprincipe@phillipslytle.com  
Correspondent Name: David L. Principe  
Address Line 1: 3400 HSBC Center  
Address Line 4: Buffalo, NEW YORK 14203

ATTORNEY DOCKET NUMBER:	36860.00000
NAME OF SUBMITTER:	David L. Principe
Signature:	/david principe/
Date:	06/25/2013

**Total Attachments: 5**

source=680mediaConfirmatory Assignment and Consent#page1.tif  
source=680mediaConfirmatory Assignment and Consent#page2.tif  
source=680mediaConfirmatory Assignment and Consent#page3.tif  
source=680mediaConfirmatory Assignment and Consent#page4.tif  
source=680mediaConfirmatory Assignment and Consent#page5.tif

## CONFIRMATORY ASSIGNMENT AND CONSENT

**THIS CONFIRMATORY ASSIGNMENT AND CONSENT** (the "Agreement") is made as of the 20th day of June, 2013, by **SEEVAST CORP., PULSE 360, INC., KANOODLE.COM, INC., SYNDIGO, INC.** (collectively the "Assignor") and the **MANUFACTURERS AND TRADERS TRUST COMPANY** (the "Secured Creditor"), in favor and for the benefit of **680 MEDIA, INC.** ("Assignee").

**WHEREAS**, the Secured Creditor and Assignee entered into a Memorandum of Secured Creditor's Sale as of April 15, 2013 ("Secured Creditor's Sale") wherein pursuant to §9-610 et seq. of the New York Uniform Commercial Code all of the Assignors' rights, title and interest in and to the following were transferred and assigned to Assignee: [1] those certain registrations, trademark applications, trademarks as specifically set forth and described on **Exhibit A** attached hereto and made a part hereof (collectively the "Marks"); and [2] those certain patents, patent applications and inventions as specifically set forth and described on **Exhibit B** attached hereto and made a part hereof (collectively the "Patents"); and

**WHEREAS**, to facilitate and compliment the Assignee's acquisition of the Marks and Patents (collectively, the "Transferred Intellectual Property"), the Assignor confirms it did transfer to Assignee the underlying goodwill associated with the Transferred Intellectual Property under the Secured Creditor's Sale.

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed as follows:

- (1) All of the above recitals are incorporated herein and made a part hereof in their entirety.
- (2) Assignor does hereby ratify and confirm that Assignee did acquire and purchase the Transferred Intellectual Property pursuant to the aforesaid Secured Creditor's Sale and in furtherance of the same, the Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Assignee, all of Assignor's right, title, and interest in and to the Marks, including the goodwill of the business symbolized by the Marks, and the Patents, and Assignor's entire right, title, and interest in and to any claims in law or equity, including without limitation the right to sue for and collect damages arising out of any past, present or future infringement or other unauthorized use of the Transferred Intellectual Property. Notwithstanding, the Assignor has no actual knowledge of any such infringements.
- (3) By executing this Agreement, the Secured Creditor waives, relinquishes and terminates any interests, including any liens and security interests, in or associated with the Transferred Intellectual Property.
- (4) Assignor agrees that, upon reasonable request by Assignee and at Assignee's expense, Assignor shall execute all papers, instruments, documents, and agreements, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary or appropriate to carry out the intent of this Confirmatory Assignment, as well as provide such other material, information, or assistance as may be necessary or desirable to carry out the intent of this Confirmatory Assignment.
- (5) This Agreement shall be binding upon Assignor and the Secured Creditor and shall inure to the benefit of Assignee and its representatives, successors, and assigns.

This Agreement may be signed in one or more counterparts with the same legal effect as if all signatures appeared on the same execution page.

[\*\*\*\*\* SIGNATURE PAGES FOLLOW \*\*\*\*\*]

Doc #01-2671134.6

2339408\_2

**TRADEMARK**  
**REEL: 005055 FRAME: 0910**

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment as of the date first above written.

SEEVAST CORP.

By: [Signature]  
Name: Kent Keating  
Title: CEO

PULSE 360, INC.

By: [Signature]  
Name: Kent Keating  
Title: CEO

KANOODLE.COM, INC.

By: [Signature]  
Name: Kent Keating  
Title: CEO

SYNDIGO, INC.

By: [Signature]  
Name: Kent Keating  
Title: CEO

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF Eric )

The forgoing Confirmatory Assignment was acknowledged before me this 20 day of June, 2013, by Kent Keating who being duly sworn, did say that he is the CEO of SEEVAST, CORP., PULSE 360, INC., KANOODLE.COM, INC., SYNDIGO, INC., a Delaware corporation, and has executed this Assignment on behalf of each such corporation.

JENNIFER L. DUSKA  
Lic. #01068242827  
Notary Public-State of New York  
Qualified in Erie County  
My Commission Expires: 03/12/15

[Signature]  
Notary Public

My commission expires:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: [Signature]  
Name: Eskinder Tefera  
Title: Vice President

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF Erie )

The forgoing Confirmatory Assignment was acknowledged before me this 20 day of June, 2013, by Eskinder Tefera who being duly sworn, did say that he is the Vice President for Manufacturers and Traders Trust Company, a banking corporation organized under the laws of the State of New York, and has executed this Assignment on behalf of such organization.

JENNIFER L. DUBKA  
Lic. #01506842527  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 8/31/2015

[Signature]  
Notary Public

My commission expires:

680 MEDIA, INC.

By: \_\_\_\_\_  
Name: Todd Pelow  
Title: President

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF Law )

The forgoing Confirmatory Assignment was acknowledged before me this 20 day of June, 2013, by Stas Balanevsky who being duly sworn, did say that he is the Executive Vice President for 680 Media, Inc., a corporation organized under the laws of the State of Florida, and has executed this Assignment on behalf of such Corporation.

JENNIFER L. DUSKA  
Lic. #01008242327  
Notary Public-State of New York  
Qualified in Erie County  
My Commission Expires 9/31/2016

Jennifer L. Duska  
Notary Public

My commission expires:

EXHIBIT A - Trademarks

Mark	Country	App. No.	Reg. No.	Reg. Date
BARISTA	US		4067946	12/06/2011
BARISTA (logo)	US	85/378,436		
BEHAVIORTARGET	US		3447956	6/17/2008
BRIGHTADS	US		3226348	4/10/2007
CONEXTTARGET	US		2984604	8/18/2005
CONSUMER QUOTE NOW	US	85/392,463		
CONSUMER-QUOTE.COM	US	85/401,524		
CONSUMERQUOTENOW	US	85/392,487		
CONSUMERQUOTENOW.COM	US	85/399,245		
CONSUMERQUOTENOW.NET	US	85/400,234		
DEGREE STIMULUS	US	85/413,198		
DEGREESTIMULUS	US	85/412,724		
DEGREESTIMULUS.COM	US	85/414,044		
DEGREESTIMULUS.NET	US	85/416,479		
DEMOTARGET	US		3299052	09/25/2007
KANOODLE	Australia		984260	
KANOODLE	US		3594789	3/24/2009
KANOODLE.COM	Canada		600297	
KANOODLE.COM	European Union		003576501	
KEYWORDTARGET	US		3133471	8/22/2006
LOCALTARGET	US		3074819	3/28/2006
ONLINE COLLEGE MATCH	US	85/407,552		
ONLINECOLLEGEMATCH	US	85/402,405		
ONLINECOLLEGEMATCH.COM	US	85/408,363		
ONLINECOLLEGEMATCH.NET	US	85/408,552		
PULSE 360	US		3474061	7/22/2008
PULSE 360 FULL CIRCLE	US		4172107	7/10/2012
PERFORMANCE (circles)				
PULSE 360 FULL CIRCLE	US		3926508	03/01/2011
PERFORMANCE (horizontal logo)				
PULSE 360 FULL CIRCLE	US		3926509	03/01/2011
PERFORMANCE (horizontal stacked logo)				
PULSE 360 FULL CIRCLE	European Union		009322413	1/28/2011
PERFORMANCE (logo w/circles in background)				
PULSE360	US		3803512	6/15/2010
SANTA MONICA NETWORKS INC.	State-California		057171	1/15/2003
SEEVAST	US		3486510	8/12/2008
SYNDIGO	Australia		1253887	7/25/2008
SYNDIGO	Canada		TMA 779804	10/14/2010
SYNDIGO	European Union		007086069	7/14/2009
SYNDIGO	US		3686661	9/22/2009
SYNDIGO NETWORKS	US		3686662	9/22/2009

Doc #01-2671134.5

- 5 -

3139408\_2