

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
Direct Markets Holding Corp		05/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Direct Markets Services, LLC		
Street Address:	370 Park Avenue, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85181257	SHELF MATCH	
Serial Number:	85381142	DIRECTMARKETS	
Serial Number:	85298443	ATMPLUS	
CORRESPONDENCE DATA			
Fax Number:	2126829222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2126829003		
Email:	apapageorgiou@ostrowkaufman.com		
Correspondent Name:	Antonio Papageorgiou		
Address Line 1:	Ostrow Kaufman LLP - 555 Fifth Ave		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	DIRECT MARKETS		
NAME OF SUBMITTER:	Antonio Papageorgiou		

OP \$90.00 85181257

Signature:	/Antonio Papageorgiou/
Date:	08/27/2013
Total Attachments: 7 source=DMH to DMS assignment#page1.tif source=DMH to DMS assignment#page2.tif source=DMH to DMS assignment#page3.tif source=DMH to DMS assignment#page4.tif source=DMH to DMS assignment#page5.tif source=DMH to DMS assignment#page6.tif source=DMH to DMS assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is effective on the 10th day of May, 2013 by and between Direct Markets Holdings Corp., a Delaware corporation having its principal offices at c/o Yann Geron, Chapter 7 Trustee, Fox Rothschild LLP, 100 Park Avenue, Suite 1500, New York, NY 10017 (“Assignor”), and Direct Markets Services, LLC, a Delaware limited liability company having its principal offices at 370 Park Avenue, 17th Floor, New York, New York 10016 (“Assignee”).

WHEREAS, Assignor owns certain patents and patent applications,

WHEREAS, Assignor owns certain trademark applications and registrations, and

WHEREAS, in consideration of good and valuable consideration as described herein and as otherwise provided, Assignor and Assignee desire to transfer the owned patents and trademarks to Assignee.

NOW, THEREFORE, in consideration of the sum of one United States dollar (\$1.00) and of the mutual promises and covenants contained herein, the receipt and sufficiency of which Assignee hereby acknowledges, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the patents and patent applications listed on Schedule A, and any patents or patent applications, reissues, reexaminations, divisions, and continuations issuing from or claiming priority to such patents and patent applications, or to which such patents and patent applications claim priority in the United States and throughout the world (collectively, the “Patents”), including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the trademark applications and registrations listed on Schedule B (the “Trademarks”), together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including, without limitation, the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

3. In the event that Assignor or Assignee discovers any Patents and/or Trademarks that the parties agree should have been listed on the Schedules to this Assignment and that were inadvertently omitted therefrom, the party discovering the omission shall inform the other party in writing, and Assignor shall cooperate with Assignee and shall use its best efforts to execute and deliver all papers, instruments, and assignments as may be reasonably necessary to vest all rights, title, and interest in and to such Patents and/or Trademarks to Assignee.

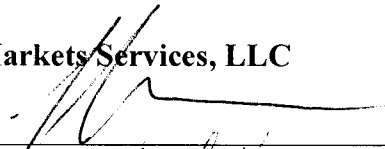
4. This Assignment shall be governed by and construed under the laws of the State of Delaware, United States excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

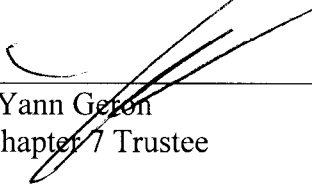
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

Direct Markets Services, LLC

By: 
Name: Michael V. Simonevic
Title: Managing Member

Direct Markets Holdings Corp.

By: 
Name: Yann Geron
Title: Chapter 7 Trustee

ACKNOWLEDGMENT

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

Michael Vasinkovich, being duly sworn, says that he/she is the Managing Member of Direct Markets Services, LLC, a DELAWARE limited liability company, and acknowledges that he/she did sign the Intellectual Property Assignment on behalf of Direct Markets Services, LLC, pursuant to due authority.

Sworn to and subscribed
before me this 17 day
of May, 2013

Maurice A. Cessant
Notary Public

My commission expires: _____ (SEAL)

MAURICE A. CESSANT
Notary Public, State of New York
No. 01CE6225726
Qualified in Queens County
Commission Expires Aug. 23, 2014

ACKNOWLEDGMENT

ACKNOWLEDGMENT
STATE OF NEW YORK

:
: ss.

COUNTY OF NEW YORK

:

YANN GERON, being duly sworn, says that he/she is the Chapter 7 Trustee of Direct Markets Holdings Corp., a Delaware corporation, and acknowledges that he/she did sign the Intellectual Property Assignment on behalf of Direct Markets Holdings Corp., pursuant to due authority.

Sworn to and subscribed
before me this 16th day
of May, 2013.

Kathleen Aiello
Notary Public

My commission expires: 8/31/2013

(SEAL)



SCHEDULE B
TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
OTC-DIRECT	85/345,443	6/14/11	N/A	N/A
OTCDIRECT	85/345,428	6/14/11	N/A	N/A
144DIRECT	85/455,144	10/23/11	N/A	N/A
SHELF MATCH	85/181,257	11/19/10	N/A	N/A
ATM DIRECT	85/295,194	4/14/11	N/A	N/A
SHARE CROSS	85/294,910	4/14/11	N/A	N/A
PRIMARY OFFERING MARKET	85/518,233	1/17/12	N/A	N/A
BUY BACK DIRECT	85/455,151	11/25/11	N/A	N/A
CLOSING ROOM	85/381,272	7/26/11	N/A	N/A
SHELF MATCH DIRECT	85/381,199	7/26/11	N/A	N/A
IOI DIRECT	85/381,256	7/26/11	N/A	N/A
BLOCK MATCH DIRECT	85/381,233	7/26/11	N/A	N/A
DIRECTMARKETS	85/381,142	7/26/11	N/A	N/A
DIRECTMARKETS GROUP	85/381,124	7/26/11	N/A	N/A

OTC CAPITAL MARKETS	85/381,102	7/26/11	N/A	N/A
OTC DIRECT CAPITAL MARKETS	85/381,086	7/26/11	N/A	N/A
OTC DIRECT GROUP SHARE MATCH	85/381,062	7/26/11	N/A	N/A
	85/294,882	4/14/11	N/A	N/A
ATM EDGE	85/295,147	4/14/11	N/A	N/A
ATMPLUS	85/298,443	4/19/11	N/A	N/A