

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
Local Biz Now, LLC		10/31/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	LBN Partners, LLC		
Street Address:	1030 Doris Road		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3968148	OUTCOME BASED BIDDING	
Registration Number:	3252777	LOCAL BIZ NOW SEARCH MARKETING FOR THE L	
Registration Number:	3251495	LOCALBIZNOW	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	235935-343576		
NAME OF SUBMITTER:	Julie E. Reitz		

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Signature:	/Julie E. Reitz/
Date:	11/01/2013
Total Attachments: 4 source=INTELLECTUAL PROPERTY ASSIGNMENT - LOCAL BIZ NOW#page1.tif source=INTELLECTUAL PROPERTY ASSIGNMENT - LOCAL BIZ NOW#page2.tif source=INTELLECTUAL PROPERTY ASSIGNMENT - LOCAL BIZ NOW#page3.tif source=INTELLECTUAL PROPERTY ASSIGNMENT - LOCAL BIZ NOW#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of October 31, 2013 between Local Biz Now, LLC, a Michigan limited liability company ("Assignor") and LBN Partners, LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain General Assignment, Bill of Sale and Assumption Agreement dated October 31, 2013 whereby Assignor is selling the assets of the Business (defined below) to Assignee and Assignee is assuming the liabilities of the Business. (the "Agreement");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the online advertising solutions business and all activities related thereto. (the "Business"); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Domains of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Domains.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached Exhibit A (the "Domains"), and any and all related or similar Domains, along with all associated goodwill.

3. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to

recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks and Domains, or assist any third party in any of the foregoing.

4. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Domains assigned herein.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).


10. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.


[The remainder of this page intentionally left blank, signatures follow on the next page.]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:
Local Biz Now, LLC

ASSIGNEE:
LBN Partners, LLC

By: 
Name: Todd Webber
Title: President

By: 
Name: Todd Webber
Title: Chief Executive Officer

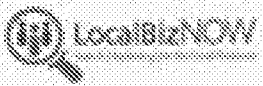
[Signature Page to Intellectual Property Assignment – Local Biz NOW]

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TRADEMARK
REEL: 005143 FRAME: 0434

EXHIBIT A

Marks

Mark	Country	Status	File Date	Reg. Date	Reg. No.	Class
OUTCOME BASED BIDDING	US	Registered	06-JAN-2011	24-MAY-2011	3968148	Class 35
LOCAL BIZ NOW SEARCH MARKETING FOR THE LOCAL BUSINESS 	US	Registered	02-OCT-2006	19-JUN-2007	3252777	Class 35
LOCALBIZNOW	US	Registered	19-JUL-2006	12-JUN-2007	3251495	Class 35

Domain Name Registrations

<localbiznow.com>
<localbiznow.net>
<localbiznow.biz>
<localbiznow.us>,
<academy67.com>

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