

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
UnsubCentral, Inc.		01/31/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	PCUC Acquisition, llc		
Street Address:	9600 Great hills trail		
Internal Address:	suite 150w		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3957439	PREFERENCECENTRAL	
Registration Number:	3394564	UNSUBCENTRAL	
CORRESPONDENCE DATA			
Fax Number:	2147568633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-740-8633		
Email:	dadocket@lockelord.com		
Correspondent Name:	Mark R. Backofen		
Address Line 1:	2200 Ross Ave.		
Address Line 2:	Ste. 2200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	0509029.00049		
NAME OF SUBMITTER:	Mark R. Backofen		

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Signature:	/Mark R. Backofen/
Date:	02/04/2014
Total Attachments: 4 source=trademark assignment#page1.tif source=trademark assignment#page2.tif source=trademark assignment#page3.tif source=trademark assignment#page4.tif	

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

This Assignment of Trademark Registrations and Applications (this "Assignment") is effective as of the 31st day of January, 2014, by UnsubCentral, Inc., a Texas corporation ("Assignor") with its place of business at 9600 Great Hills Trail, Suite 150W, Austin, TX 78759, to PCUC Acquisition, LLC a Texas limited liability company ("Assignee"), with its place of business at 9600 Great Hills Trail, Suite 150W, Austin, TX 78759.

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on Schedule A attached hereto, along with the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, PulsePoint, Inc., an affiliate of Assignor, and Assignee have entered into an Asset Purchase Agreement, dated as of the 31st day of January, 2014 (the "Agreement"), under which Assignor is required to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

1. Grant, sell, assign, transfer, and convey unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware.
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:
UnsubCentral, Inc.

ASSIGNEE:
PCUC Acquisition, LLC

By [Signature]
Name Shan Guan
Title: CEO

By _____
Name _____
Title: _____

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

STATE OF New York)
COUNTY OF New York)

ss.:

On this 31 day of January 2014, before me personally appeared Shan Guan, having the title CEO of UnsubCentral, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

Denise Fang
Notary Public Denise Fang
State of New York
No. 02LAG095161

My Commission Expires: 1/6/2016

Exhibit A

Trademarks

Jurisdiction	Trademark Name	Reg. No./ Serial No.	Reg. Date/ Filing Date	Class(es)
U.S.	PREFERENCECENTRAL	3957439 85124327	5/10/2011 7/10/2007	035
U.S.	UNSUBCENTRAL	3394564 77225629	3/11/2008 12/25/2007	035