

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAS MEDIA INC.		12/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VerticalScope Inc.		
Street Address:	111 PETER STREET		
Internal Address:	SUITE 700		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5V2H1		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2903449	HOBBYTALK	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	77779-011		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	02/26/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 10, 2014, is made by MAS Media Inc. ("Seller"), a Delaware Corporation, located at 155 SE Spanish Trail, Boca Raton, Florida 33432, in favor of Verticalscope Inc. ("Buyer"), an Ontario corporation, located at 700-111 Peter Street, Toronto, Ontario, Canada, M5V-2H1, the purchaser of certain assets of Seller pursuant to a Web Site Purchase Agreement between Buyer and Seller, dated as of December 10, 2014 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the "Assigned Trademark"):

(a) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

MAS Media Inc.

By: _____

Name: Phil DeLeon

Title: Sole Shareholder

Address for Notices: 155 SE Spanish
Trail, Boca Raton, Florida 33432

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Word Mark	HOBBYTALK
Goods and Services	IC 035. US 100 101 102. G & S: Providing a web site at which users can offer goods for sale and buy goods offered by others. FIRST USE: 19981202. FIRST USE IN COMMERCE: 19981202
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78323193
Filing Date	November 5, 2003
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	August 24, 2004
Registration Number	2903449
Registration Date	November 16, 2004
Owner	(REGISTRANT) RCV Productions, LLC LIMITED LIABILITY COMPANY MICHIGAN 5532 Iris Ln. Kalamazoo MICHIGAN 49009 (LAST LISTED OWNER) MAS MEDIA INC. CORPORATION DELAWARE 102 NE 2ND STREET, SUITE 317 BOCA RATON FLORIDA 33432
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 8 (6-YR).
Live/Dead Indicator	LIVE