

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnify360, Inc.		04/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Search Agency, Inc.		
Street Address:	11150 W. Olympic Blvd., Suite 600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3632331	MAGNIFY360	
Serial Number:	77649629	PREDICTIVE DNA	
CORRESPONDENCE DATA			
Fax Number:	3109191950		
<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:	(310) 470-8855		
Email:	jcane@businesslpc.com		
Correspondent Name:	Joseph C. Cane		
Address Line 1:	12400 Wilshire Boulevard, Ste. 1180		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Joseph C. Cane		
SIGNATURE:	/Joseph C. Cane/		
DATE SIGNED:	07/07/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (the "Agreement"), dated as of April 1, 2015 (the "Effective Date"), is made by and between Magnify360, Inc. (the "Assignor"), and The Search Agency (the "Assignee").

WHEREAS, this Agreement is being entered into by Assignee and Assignor concurrently with and as a condition to that certain Asset Purchase Agreement by and among Assignee, Assignor and Olivier A. Chaine, of even date herewith (the "Asset Purchase Agreement").

WHEREAS, prior to the aforementioned parties execution and delivery of the Asset Purchase Agreement, the aforementioned parties to the Asset Purchase Agreement seek to cause and ensure that all Assets (as defined below) have been assigned, sold, transferred and conveyed to Assignor;

WHEREAS, as used herein, the "Assets" shall mean any and all intellectual property rights throughout the universe, including without limitation all patents, industrial designs, certificates of invention, utility models, copyrights, trademarks and service marks (including without limitation the common law mark, MAGNIFY360) and all goodwill associated therewith, logos, slogans, brand names, business names, trade names, corporate names, telephone numbers, fictitious names, assumed names, domain names (including without limitation www.magnify360.com (the "Magnify360 Site")), general intangibles of like nature, business plans, software, technology, trade secrets, customer lists, vendor lists, subcontractor lists, independent contractor lists, know-how, proprietary processes, lab journals, notebooks, data, designs, manufacturing, engineering and other drawings and manuals, blueprints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, formulae, product information, algorithms, models, methodologies, and similar materials recording or evidencing expertise or information, rights of privacy and publicity (including without limitation the names, likenesses, voices and biographical information of real persons), moral rights and other proprietary rights, including without limitation, products, advertising, promotional material, website material, forms, database information, trade practices, concepts, inventions, ideas, and information, current and future, now existing or in use or existing or used in the past, concerning the "Business" (as hereinafter defined), including all applications, continuations, continuations-in-part, extensions, registrations, renewals, reissues, divisions, disclosures, revivals and resuscitations therefor and thereof, rights with respect to derivatives (now or hereafter known or devised), and all license, distribution and agency agreements and other agreements granting rights relating to any of the foregoing; and

WHEREAS, as used herein, the "Business" shall mean Assignor's business of providing landing page optimization and conversion tools and in connection therewith owns certain patented technology and software and provides certain services through the Magnify360 Site (collectively, the "Business"), among other things; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of

which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. Assignment. To the extent not already effectuated prior to the date hereof, Assignor as hereby irrevocably, unconditionally, in perpetuity and for the entire universe, hereby assigns, sells, transfers and conveys to Assignee all right, title and interest in and to the Assets, whether or not such rights are now known, recognized or contemplated, in all media now known or hereafter developed.

2. Assumption. Assignee hereby accepts such assignment, and assumes all liabilities and obligations relating to the Assets arising after the Effective Date.

3. Miscellaneous.

(a) Assignor recognizes the unique value attached to the Assets and agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use of, or interference with, the Assets may cause irreparable damage to Assignee. Assignor therefore agrees that if it should engage in any such unauthorized or improper use, or interference currently or in the future, Assignee shall be entitled to seek both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

(b) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

(c) This Agreement represents the entire understanding between the parties and supersedes all other negotiations, agreements, representations and covenants, oral or written, except any other agreement executed by Assignee and Assignor in connection herewith. This Agreement may not be modified except by a written instrument signed by the party to be charged. The parties intend this Agreement to be the entire integration of all of their agreements of any nature. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties, except as set forth or otherwise referenced herein.

(d) Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

(e) Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portion and unless substantial performance of this Agreement is frustrated by any such invalidity this Agreement shall continue in effect.

(f) The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

(g) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover

from the other party its reasonable attorneys' fees and costs of suit.

(h) This Agreement shall be construed in accordance with the laws of the State of California (without giving effect to principles of conflict of laws). The parties agree to submit any dispute relating to this Agreement to the jurisdiction of the federal or state courts located in Los Angeles County. THE PARTIES SHALL NOT RAISE IN CONNECTION THEREWITH, AND HEREBY WAIVE ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, OR THE LACK OF PERSONAL JURISDICTION IN ANY SUCH ACTION OR SUIT.

(i) The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties, including, without limitation, executing and delivering instruments of transfer for the Assets to be filed with the appropriate government agencies.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

MAGNIFY360, INC.
a California corporation

By: _____

Its: CEO

ASSIGNEE:

THE SEARCH AGENCY
a Delaware corporation

By: _____

Its: CEO

Schedule 1.1(e)

Intellectual Property

- Technology code base and source code used in the Business
- User data for customer data sets and profile information
- Marketing content and collateral
- Website design and code base for the Magify360 Site
- Business processes
- Sales opportunities and client lists used in the Business

- Trademarks:

“Magnify360” trademark, Reg No. 77,329,747, registered on November 14th, 2007 at the United States Patent and Trademark Office by MAGNIFY360, Inc., a California corporation.

“Predictive DNA” trademark, Reg No. 77,649,629, registered on January 14th, 2009 at the United States Patent and Trademark Office by MAGNIFY360, Inc., a California corporation.

- Patents:

“Optimizing Website Traffic Among Content Sources”, Patent No: US 8,090,835 B1 and Patent No. US 8,195,804 B1, Issued on January 3rd, 2012 and Jun 5th, 2012 respectively.

“Website User Profiling Using Anonymously Collected Data”, Patent No: US 8,626,697 B1, issued on January 7th, 2014.

- Domain Names:

visitordna.com
magnifi.com
salesbuilderonline.com
magnify360.com
dialogmgr.com
magnifi-360.com
magnifi360.com
magnify-360.com
magnify-three-sixty.com
magnifythreesixty.com
profile-target-convert.com
profiletargetconvert.com
magnify360.com
magnfy360.com

magnify-threesixty.com
mangify360.com
mbot.us
mthreesixty.com
magnify360.biz
magnify360.info
magnify360.net
magnify360.org
predictivedna.com