CH \$290.00 424700

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM414469

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PMX Agency Inc.		07/29/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	PMX Agency LLC
Street Address:	5 Hanover Square
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4247000	DATA DRIVE
Registration Number:	4172755	HELIX
Registration Number:	3957828	INTELLIZIP
Registration Number:	3067097	MARKETRELEVANCE
Registration Number:	3176587	RECONNECT
Registration Number:	3359676	PM DIGITAL
Registration Number:	2806819	MEDIA HARBOR
Registration Number:	3870693	MERGESCIENCE
Serial Number:	86871850	PMX
Registration Number:	4895105	
Registration Number:	4365281	TRUE DEMAND

CORRESPONDENCE DATA

Fax Number: 2128080844

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.

Phone: 212-808-0700

Email: jhamburg@nmmlaw.com

TRADEMARK
REEL: 005978 FRAME: 0776

900393428

Correspondent Name: Jeanne Hamburg

Address Line 1: Norris, McLaughlin & Marcus, P.A.

Address Line 2: 875 Third Avenue, 8th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	102016-74
NAME OF SUBMITTER:	Jeanne Hamburg
SIGNATURE:	/jeanne hamburg/
DATE SIGNED:	02/01/2017

Total Attachments: 30

source=Contribution Agreement#page1.tif source=Contribution Agreement#page2.tif source=Contribution Agreement#page3.tif source=Contribution Agreement#page4.tif source=Contribution Agreement#page5.tif source=Contribution Agreement#page6.tif source=Contribution Agreement#page7.tif source=Contribution Agreement#page8.tif source=Contribution Agreement#page9.tif source=Contribution Agreement#page10.tif source=Contribution Agreement#page11.tif source=Contribution Agreement#page12.tif source=Contribution Agreement#page13.tif source=Contribution Agreement#page14.tif source=Contribution Agreement#page15.tif source=Contribution Agreement#page16.tif source=Contribution Agreement#page17.tif source=Contribution Agreement#page18.tif source=Contribution Agreement#page19.tif source=Contribution Agreement#page20.tif source=Contribution Agreement#page21.tif source=Contribution Agreement#page22.tif source=Contribution Agreement#page23.tif source=Contribution Agreement#page24.tif source=Contribution Agreement#page25.tif source=Contribution Agreement#page26.tif source=Contribution Agreement#page27.tif source=Contribution Agreement#page28.tif source=Contribution Agreement#page29.tif source=Contribution Agreement#page30.tif

CAPITAL CONTRIBUTION AGREEMENT

THIS CAPITAL CONTRIBUTION AGREEMENT (the "Agreement") is effective the 29th day of July, 2016 (the "Effective Date"), by and among PMX Agency Inc., a New York corporation ("PMX Agency"); and, PMX Agency LLC, a Delaware limited liability company ("PMX Sub"). PMX Agency and PMX Sub are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

RECITALS

- A. PMX Sub is a Delaware limited liability company formed on July 18, 2016 and treated as a disregarded entity for federal income tax purposes.
- PMX Agency has agreed pursuant to that certain Unit Purchase Agreement (the В. "UPA"), dated as of July 22, 2016, by and among Pegasus X Holding LLC, a limited liability company existing under the laws of the State of Delaware, PMX Agency, PMX Sub, Christopher Paradysz, a natural person with a mailing address at P.O. Box 402, Mill Neck, New York 11765 ("Paradysz"), Michael Cousineau, a natural person residing at 4587 Medina Lake Drive, Medina, Minnesota 55340 ("Cousineau") and PMX Agency as Sellers' Representative (the "PMX Agency's Representative"), to make a capital contribution to PMX Sub in the form of all right, title and interest of PMX Agency in and to the properties, assets and rights of every nature, kind and description, tangible and intangible, (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, whether or not reflected on the Financial Statements and whether now existing or hereafter arising, relating to, used or held for use in connection with the business carried out by PMX Agency (the "Business") as of the Closing Date other than certain Excluded Assets as defined in the UPA (such assets other than the Excluded Assets are referred to herein as the "Contributed Assets"), in exchange for the issuance by PMX Sub of 7,750 Class A Common Units of limited liability company membership of PMX Sub (the "Units") which constitute all of the issued, authorized and outstanding units of limited liability membership of PMX Sub. PMX Agency has also agreed to transfer and assign and PMX Sub has agreed to assume and to pay, honor and discharge when due all liabilities, obligations or commitments of any nature, whether known or unknown, absolute, accrued contingent or otherwise and whether due or to become due, relating to or arising out of the operation of the business and the ownership of the Contributed Assets other than certain Retained Liabilities as defined in the UPA.
- C. The effectiveness of this Agreement is dependent upon PMX Agency making the contribution described above and pursuant to this Agreement.
- **NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

CONTRIBUTION

- 1.1 Effective Date and Effective Time. The Effective Date shall be the same date as the Closing Date under the UPA provided that the effective time of the contribution and assumption provided herein shall be immediately prior to Closing under and as defined in the UPA. Contribution by PMX Agency of the Contributed Assets shall take effect at and as of the Effective Date, and this Agreement incorporates by this reference all covenants and obligations of PMX Agency which imply or require performance after the Closing Date.
- 1.2 <u>Defined Terms</u>. Defined terms not otherwise defined in this Agreement and the Schedules referenced in this Agreement shall have the meaning given to such terms and such Schedules in the UPA.
- 1.3 <u>Capital Contribution</u>. PMX Agency hereby contributes, assigns, and transfers to PMX Sub all of its rights, title, and interest in and to, and obligations and duties regarding, each and every of the Contributed Assets. The Parties hereby agree that said contribution shall be treated as a "capital contribution," as that term is commonly defined in a business context and for purposes of Section 351 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). Without limiting the foregoing, the Contributed Assets shall include:
- A. all cash, cash equivalents, investments, securities and bank or other deposit accounts of PMX Agency;
- B. All notes receivable and all notes, bonds and other evidences of indebtedness of and rights to receive payment from any Person other than the Stockholder Loans;
- C. all accounts receivable of PMX Agency as of the close of business on the Closing Date due from any person other than an affiliate of PMX Agency to the extent relating to the operation or conduct of the Business, including the Premier Care Receivable and including all evidence of such indebtedness and rights of PMX Agency with respect to third-party collection procedures or any other proceedings relating to such accounts receivables, and all accounts receivable due from any affiliate of PMX Agency;
- D. all credits, prepaid expenses, deferred charges, advance payments, security deposits, and prepaid items;
- E. any shares, units or ownership of capital stock or other equity of any person, other than PMX Sub;
- F. all unexpired leaseholds and subleaseholds in real property of PMX Agency currently used in the operation of the Business, including those leaseholds listed in Schedule 3.26 of the UPA (the "Contributed Real Property");
- G. all Business Intellectual Property listed in Schedule 3.15 other than the Marks associated with "Paradysz" and cognates of "Paradysz." Error! Reference source not found.;
- H. an exclusive, non-transferrable, royalty-free, perpetual, worldwide license to use the name Paradysz and all cognates thereof and any Marks associated therewith in the Business;
- I. all Permits issued to PMX Agency that are used or held for use in the operation or conduct of the Business to the extent such Permits are transferable (the "Contributed Permits");

- J. all (1) unexpired leases and subleases of personal property, licenses (including with respect to Intellectual Property), other commitments, purchase and sale orders, engagement letters or similar agreements, all other legally binding instruments and all Contracts to which PMX Agency is a party or by which PMX Agency is bound including but not limited to all Material Contracts that are listed in Schedule 3.17(a) and (2) all other Contracts to which PMX Agency is a party or by which PMX Agency is bound that are used or held for use in, or that arise out of, the operation or conduct of the Business but are not required to be listed on Schedule 3.17(a);
- K. PMX Agency's current and prospective client list, the Seller's Customer Contracts and the right to service such clients, and the Seller's rights under its open media commitments, purchase orders and other contracts and agreements, including but not limited to those described on Schedule 3.16(a);
- L. all computer equipment, copying machines, communications equipment, other office equipment, furniture, furnishings and other tangible personal property of PMX Agency, and motor vehicles, that are in each case (1) regularly used in connection with the Business, (2) located on the Contributed Real Property or (3) assigned to an Employee (the "Contributed Equipment"), including any Contributed Equipment purchased pursuant to any conditional sale or title retention agreement in favor of any other person;
- M. all bids, proposals and business opportunities of PMX Agency relating to or arising out of the Business:
- N. all claims, demands, actions, suits, choses in action and causes of action, whether class, individual or otherwise in nature, in law or in equity (collectively, "Claims") of PMX Agency to the extent relating to any Contributed Asset or any Assumed Liability, other than (A) any such items arising under PMX Agency's or its affiliates' insurance policies, and (B) all rights to assert Claims that PMX Agency, in any capacity, ever had, now has or may or shall have in the future, whether known or unknown, relating in any way to the purchase or procurement of any good, service or product for, or on behalf of, the Business at any time up until the Closing, along with any and all recoveries by settlement, judgment or otherwise in connection with any such Claims;
- O. all books of account, general, financial, accounting and personnel records, files, memoranda, correspondence, invoices, billing records, sales and promotional materials, photography, layouts, cut-outs, renderings, sketches and manuals in whatever form or medium that are used or held for use in, or that arise out of, the operation or conduct of the Business;
- P. all phone and facsimile numbers of the Business;
- Q. all of PMX Agency's goodwill and going concern value, including without limitation the goodwill in the names "PM Digital," and "PMX," and all cognates thereof;
- R. any assets relating to any Benefit Plan;
- S. any refunds or credits, claims for refunds or credits or rights to receive refunds or credits from any Taxing Authority with respect to Taxes paid or to be paid by PMX Agency or any of its affiliates;

- T. any records (including accounting records) related to Taxes paid or payable by PMX Agency or any of its affiliates and all financial and Tax records relating to the Business that form part of the general ledger of PMX Agency or any of its affiliates;
- U. all insurance policies relating to the Business, including without limitation all such listed on Schedule 3.19, any refunds paid or payable in connection with the cancellation or discontinuance of any such policies, and any Claims made under such policies; and
- V. all other assets, properties and rights of every kind and nature owned or held by PMX Agency, or in which PMX Agency has an interest, known or unknown, fixed, unfixed, choate or inchoate, accrued, absolute, contingent, or otherwise, whether or not specifically referred to in this Agreement ("Other Assets").
- 1.4 <u>Excluded Assets.</u> Notwithstanding the foregoing, PMX Agency shall not contribute to PMX Sub and PMX Agency shall retain the name Paradysz and cognates thereof and any Marks associated therewith subject 1.3.H. and 1.3.Q. above, and the Stockholder Loans.
- 1.5 <u>Assumed Liabilities</u>. Upon the terms and subject to the conditions of the UPA and of this Agreement and effective as of the Closing, PMX Sub shall assume and shall pay, perform and discharge when due, (x) any and all obligations, liabilities and commitments of PMX Agency of any nature, whether known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, absolute, accrued, contingent or otherwise and whether due or to become due, arising out of, relating to or otherwise in respect of the Contributed Assets, the Business or the operation or conduct of the Business, and (y) without limiting the foregoing, each of the following obligations, liabilities and commitments of PMX Agency, in each case except as otherwise provided in the UPA or this Agreement ((x) and (y) collectively, the "Assumed Liabilities"):
- A. all obligations, liabilities and commitments of PMX Agency arising under the Contributed Contracts and the Contributed Permits;
- B. all obligations, liabilities and commitments of PMX Agency in respect of claims for refunds, allowances, cancellations, exchanges, returns and chargebacks with respect to the Business;
- C. all intercompany debts and obligations of PMX Agency to its affiliates; and
- D. all such other obligations, liabilities and commitments of PMX Agency (including accounts payable, deferred revenue and accrued liabilities) (A) included or reflected on the Financial Statements or (B) incurred by PMX Agency in the Ordinary Course of Business after the date of the Financial Statements and reflected on the balance sheet prepared in connection with the Net Working Capital Calculation, but excluding the Retained Liabilities.
- 1.6 <u>Retained Liabilities</u>. Notwithstanding the foregoing, PMX Agency shall retain and shall pay, perform and discharge as provided in the UPA the following obligations, liabilities and commitments ("**Retained Liabilities**"): the Rosano Junior Notes, the ICP Payouts, BTIG financial advisory services fee, certain transaction-related bonus obligations in the aggregate amount of \$325,000, and the 3.5% Severance.

- 1.7 <u>Issuance of the Units.</u> PMX Sub hereby accepts the Contributed Assets, and in consideration thereof, PMX Sub hereby agrees to immediately issue and delivery the Units to PMX Agency on the Effective Date, free and clear of any lien or encumbrance whatsoever.
- 1.8 <u>Representations and Warranties of PMX Sub.</u> PMX Sub hereby represents and warrants to PMX Agency as follows in regard to the Units, as of the Effective Date:
- (a) PMX Sub has duly authorized the issuance of the Units upon the terms of this Agreement by all requisite corporate action.
- (b) Upon issuance, the Units be duly authorized, legally and validly issued, fully paid and nonassessable, and free and clear of all liens, mortgages, pledges and other encumbrances of any nature.
- (c) Upon issuance, the Units will not conflict with the Certificate of Incorporation or Bylaws of PMX Sub or with any outstanding warrant, option, call, preemptive right, or commitment of any type relating to PMX Sub's common stock.
- (d) Upon issuance and delivery, the Units will represent one hundred percent (100%) of the total issued and outstanding shares of stock of PMX Sub as of the Effective Date.
- 1.9 <u>Representations and Warranties of PMX Agency</u>. PMX Agency hereby represents and warrants to PMX Sub as follows in regard to his contribution of the Contributed Assets and his receipt of the Units, as of the Effective Date:
- (a) PMX Agency is familiar with the business and financial condition, properties, operations and prospects of PMX Sub.
- (b) PMX Agency has been given the opportunity to request and obtain any information necessary to verify the accuracy of any and all information regarding PMX Sub, and it has been furnished all such information so requested.

II ADDITIONAL PROVISIONS

2.1 Executed Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by fax or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Each of the Parties hereby expressly forever waives any and all rights to raise the use of a fax machine or E-Mail to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or E-Mail, as a defense to the formation of a contract.

- 2.2 <u>Severability</u>. Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.
- 2.3 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. Each of the parties to this Agreement irrevocably agrees that the state and federal courts located in New York County in the State of New York shall have exclusive jurisdiction to hear and decide any Legal Proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York.
- 2.4 <u>Additional Documentation</u>. The Parties hereto agree to execute, acknowledge, and cause to be filed and recorded, if necessary, any and all documents, amendments notices, and certificates which may be necessary or convenient under the laws of the State of New York.
- 2.5 <u>Recitals</u>. The facts recited in the Article "Recitals," above, are hereby conclusively presumed to be true as between and affecting the Parties.
- 2.6 <u>Best Efforts</u>. The Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this CAPITAL CONTRIBUTION AGREEMENT has been duly executed by the Parties, and shall be effective as of and on the Effective Date set forth in first paragraph of this Agreement. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and (ii) it is duly authorized and empowered to execute and deliver this Agreement.

PMX Sub:	PMX Agency:
PMX Agency LLC, a Delaware limited liability company	PMX Agency, Inc. a New York corporation
By: PMX Agency, Inc., its sole Member	NAME: CN-CSS TITLE: CN-CSS
By:	W. See
NAME:	
TITLE:	

IN WITNESS WHEREOF, this CAPITAL CONTRIBUTION AGREEMENT has been duly executed by the Parties, and shall be effective as of and on the Effective Date set forth in first paragraph of this Agreement. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and (ii) it is duly authorized and empowered to execute and deliver this Agreement.

PMX Sub:	PMX Agency:
PMX Agency LLC, a Delaware limited liability company	PMX Agency, Inc. a New York corporation
By: PMX Agency, Inc., its sole Member	
	By:
	NAME:
m-1111-	TITLE:
By: Machael J. Cousner	
NAME: Michael J. Cousineau	
TITLE: CO-CEO	

Schedule 3.15 INTELLECTUAL PROPERTY

	Expiration
Domain	Date
2p9.com	1/2/2017
autotrendzdata.com	1/17/2017
consumerls.com	11/1/2016
directagency.com	12/9/2016
edulistsolutions.com	7/27/2017
holidaydashboard.com	9/13/2016
inside-paradysz.com	5/12/2017
inside-pm.com	12/11/2016
inside-pmxagency.com	4/12/2017
insideparadyszmatera.com	12/4/2016
InsightfromHBR.org	2/5/2017
listsolutions.com	7/7/2017
listsolutions.net	12/23/2016
marketrelevance.biz	2/12/2017
marketrelevance.com	1/28/2017
marketrelevance.net	2/2/2017
marketrelevence.com	5/15/2017
marketrev.com	2/25/2017
mediaharbor.com	3/25/2017
mktchannels.com	11/1/2016
nycpdc.com	1/28/2017
nyvpn.com	4/6/2017
offeredby.com	2/17/2017
offeredby.net	1/16/2017
paradysz-pmdigital.com	1/30/2017
paradysz-wp.com	5/12/2017
paradysz.com	12/29/2016
paradyszmatera.com	1/11/2017
paradyszmaterahost.com	3/13/2017
paymentechmrc.com	2/27/2017
pm-inc.com	11/23/2016
pm-moss.com	4/21/2017
pm-x.com	11/23/2016
pm247.com	1/28/2017
pmanalytics.com	4/29/2017
pmcdirect.com	12/10/2016
pmconline.com	12/14/2016
pmd-agency.com	11/23/2016
pmd-grp.com	11/23/2016
pmdagency.biz	12/16/2016

pmdagency.co	12/16/2016
pmdagency.com	11/23/2016
pmdagency.company	12/17/2016
pmdagency.net	12/17/2016
pmdagency.us	12/16/2016
pmdcompany.com	11/23/2016
pmdigital.com	6/22/2017
pmdigitalmail.com	5/4/2017
pmdxgroup.biz	12/16/2016
pmdxgroup.co	12/16/2016
pmdxgroup.com	12/16/2016
pmdxgroup.company	12/17/2016
mdxgroup.net	12/17/2016
pmdxgroup.us	12/16/2016
pmdxinc.com	12/16/2016
pmlistsolutions.com	1/20/2017
pmx-agency.com	11/23/2016
pmx-inc.com	11/23/2016
pmxagency.agency	2/2/2017
pmxagency.co	2/1/2017
pmxagency.com	11/23/2016
pmxagency.net	2/2/2017
pmxagency.nyc	2/1/2017
pmxdirect.com	12/10/2016
pmxgrp.com	11/23/2016
spinshark.com	12/3/2016
supportvets.org	11/11/2016

SUMMARY OF PROPRIETARY ASSETS

<u> Digital Tracking System - Beacon</u>

The Digital Tracking System is an online tracking system that enables PMX Agency to capture conversion information (leads, registrations, sign ups, sales, revenue, etc.) from our clients' websites and associate that back to the media that resulted in the conversion. The data collected through this system powers many other PMX Agency tools by providing actionable insights such as for bid management, MediaHarbor reporting, attribution analysis, and A/B testing.

Media Harbor

Media Harbor is a reporting system, which allows for efficient reporting across multiple data sources across Digital channels. The system is flexible, and can absorb multiple/any data sources, and combine them together into Cubes – powerful 3 dimensional data structures that are pre-aggregated across multiple dimensions for fast retrieval. Can be accessed directly via Excel, or Tableau and other BI tools.

RevTrack

RevTrack is an proprietary windows application that was designed to meet our budgeting needs. The application was created to allow access to revenue numbers across all of our lines of service. The forecast numbers can be quickly and efficiently entered. The data is easily accessible and reports can be run to show final budget numbers and indicate any client risk. There is also an administration tool that allows users with security the ability to grant budget access.

Core

Core is a proprietary client-server Windows application designed to meet our day-to-day marketing and advertising business needs. One of these needs included dividing Core into different modules such as Campaigns, Media Plan, and Order Production. Some features of Core include creating orders from a completed media plan or invoicing a completed order. Research data about list, demographics, are directly fed in. Geo-targeting capabilities are also included via zip models. History and Performance reporting is also an important feature which can be ran from different modules in Core providing detailed metrics and statistics. Core is manually used by Direct Mail, Insert & Print, and List Solution businesses.

In addition, CORE is the application that powers our SEM Bid Management System (Media Harbor), and Comparison Shopping Engines.

Classic MarketRelevance

The classic MarketRelevance.com is a web based proprietary application that tracks promotional marketing campaigns for private clients. The application is used by internal users and it is client facing, and each user must have their own unique login. The application is divided into modules and the primary modules are Media Library, Promotion Library and Recommendations Library. In MarketRelevance, the user is able to do searches, view reports, images and promotions. Users can create portfolios and scrapbooks to help them organize and store information they want to access frequently. There is a nightly process to copy the Core promotion data into MarketRelevance. The Media and Recommendation libraries pull directly from the Core data.

Inside-pmxagency.com

Intranet that houses informational, social, and cultural information. In addition, multiple process workflows (such as Help Desks, expense receipt reporting, other operational executions) are housed and run structured processes, to enable efficiency. Team sites and document libraries are housed for inter and cross department collaboration.

Market Relevance

The new MarketRelevance.com is a web based proprietary platform, that provides centralized access to a combination of performance data, competitive intelligence, and collaborative tools specifically-tailored to client business – enabling us to jointly inform and influence business strategy. This is a unified window where all of our performance, data assets, and deliverables can be accessed and shared across channel, between team members and clients.

SEO Linguistic Tool

The SEO Linguistic Analysis is a proprietary, market research study of keyword search data to gain an understanding of the consumer search vernacular around client's products and the needs they support. It provides insight to the consumer's journey and the search terms they use when shopping for product. The web based proprietary system learns as more studies are fed in, to generate analysis reports more efficiently. This resides within Market Relevance.

SEM Location Bid Indexing

Location Bid Indexing is a web based application for an SEM automatic bid index optimization of campaigns and their city locations based on uniform data statistics and events such as weather, sports and more. The platform is bid management system agnostic, meaning it can be applied to any accounts on any platform, including Kenshoo, Marin, Media Harbor, or Adobe.

PMX Connector

A server application based system that retrieves data across many providers, which include our media vendors or 3rd party sources, via various transfer methods such as API, SFTP sites, or email attachments. This is the primary system that ingests data into our warehouses, and pipes data to all relevant systems for processing, and also has the ability to pushes back out into external data sources.

Page: 1

Wednesday, May 18, 2016

Trademark Status Report by Client

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates 🗸
ANGLERFISH	Registered	85/134521	21-Sep-2010	AFF OF USE	28-Jun-201 R
Country: United States of America Classes: 9		3984517	28-Jun-2011	RENEW	28-Jun-202 [A E IN
Goods: software designed for search engine optimization of the web sites of others	ization of the web sites of others.				٩DI
DATA DRIVE	Registered	85/398682	16-Aug-2011	AFF OF USE	20-Nov-201
Country: United States of America		4247000	20-Nov-2012	RENEW	20-Nov-2022
Classes: 35	ruines for advertising or sales promotion				
HELLY Remistered	Registered	85/20/A601	26-Apr-2011	ARE OF ICE	10_Inl_2018
Country: United States of America	C	4172755	10-Jul-2012	RENEW	10-Jul-2022
Classes: 42					
<i>Goods:</i> computer services, namely hosting electronic databases of mailing lists of others, renting mailing lists, and information in the databases to ensure its accuracy.	nic databases of mailing lists of others, accuracy.	s, renting mailing lists, and	l updaling mailing list		
INTELLIZIP	Registered	85/149382	11-Oct-2010	AFF OF USE	10-May-2017
Country: United States of America Classes: 35		3957828	10-May-2011	RENEW	10-May-2021
Goods: Direct marketing services					
MARKETRELEVANCE	Registered	76/581513	15-Mar-2004	- In the second	
Country: United States of America Classes: 35		3067097	14-Mar-2006	RENEW	14-Mar-2026
Goods: Market research services in connection with media buying and direct marketing	th media buying and direct marketing				
MEDIA HARBOR	Registered	75/762488	28-Jul-1999	AFF OF USE	20-Jan-2020
Country: United States of America Classes: 35		2806819	20-Jan-2004	RENEW	20-Jan-2024
Goods: Business consulting services, namely, consulting in the field of marketing and advertising on a global computer network; providing a business website containing information in the field of on-line advertising, mailing lists, customer lists, and subscriber lists.	sulting in the field of marketing and ad	dvertising on a global com	puter network; mer lists, and subscriber		
	formation in the field of on-line adver	85/032614	07-May-2010	AFF OF USE	02-Nov-2016
MERGESCIENCE	Iformation in the field of on-line adver		•	RENEW	02-Nov-2020

Schedule 3.15
BUSINESS I.P

Page: 2

Wednesday, May 18, 2016

Trademark Status Report by Client

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates
ORB	Registered	77/967237	24-Mar-2010	AFF OF USE	02-Nov-201 R
Country: United States of America		3869923	02-Nov-2010	RENEW	02-Nov-202
Classes: 41					F
Goods: online journals, namely blogs featuring content relating to the direct marketing industry	ntent relating to the direct marketing i	industry			^ D
PARADYSZ	Registered	85/012415	13-Apr-2010	RENEW	15-Mar-202 pc
Country: United States of America		3933013	15-Mar-2011		-
Classes: 35					
Goods: for business advertising, business marketing, business research, business consulting, business profiling for identifying potential customers, direct mail advertising and consulting, and modeling services for advertising	g, business research, business consult advertising and consulting, and mod	ting, business profiling for leling services for advertisi	the purpose of ng or sales promotion		
PARADYSZ DIRECT	Registered	85/012414	13-Apr-2010	AFF OF USE	14-Dec-2016
Country: United States of America		3891530	14-Dec-2010	RENEW	14-Dec-2020
Goods: for direct mail advertising and consulting, print and insert media advertising	print and insert media advertising				
PM DIGITAL	Registered	78/893188	25-May-2006	RENEW	25-Dec-2017
Country: United States of America		3359676	25-Dec-2007		
Classes: 33					
Goods: Promotion, advertising and marketing of the on-line web sites of others, namely, online direct response services, namely the process of generating a lead, sale or other similar action directly from an Internet advertisement; pay for performance advertising, namely, advertising services paid by the advertiser when new customers are generated for the advertiser; paid inclusion	the on-line web sites of others, namely, similar action directly from an Interne vertiser when new customers are generated and the control of	, online direct response ser advertisement; pay for pe erated for the advertiser; p:	rvices, namely the prformance advertising, aid inclusion		
advertising, namely advertising aimed at achieving the inclusion of on-line web pages of others in an internet search engines editorial listings; affiliate program management services, namely the management of a program whereby the owners of the on-line web sites of others are paid a commission when they refer business or sales to another on-line web site; placing advertising in	heving the inclusion of on-line web ment services, namely the management when they refer business or sales to an	pages of others in an Inter nt of a program whereby the nother on-line web site; pla	net search engine's ne owners of the on-line acing advertising in		
increase the rankings of the online web sites of others through search engine referral traffic analysis and reporting, namely by analyzing key word searches in Internet search engines; providing business marketing information; data feed marketing services,	ss of others through search engine refusion refusion refusion of the search engines; providing business mark	erral traffic analysis and re keting information; data fe	porting, namely by ed marketing services,		

Schedule 3.15
BUSINESS I.P.

Wednesday, May 18, 2016 Client: 02016 Paradysz Inc. Trademark Status Report by Client Page: 3

Frademark Country: United States of America Status Client Ref Number Pending App Number 86/871850 Reg Number App Date 11-Jan-2016 Reg Date All Actions

Classes: 35

Goods: Business research, business consulting and business analysis in the fields of advertising, marketing and sales promotion; business management of a program whereby the owners of the on-line web sites of others are paid a commission when they refer business and then transmitting data to web sites. marketing information; data feed marketing services, namely, promoting the goods and services of others by extracting data from referral traffic analysis and reporting, namely, by analyzing key word searches in Internet search engines; providing business optimization services, namely, marketing designed to increase the rankings of the online web sites of others through search engine or sales to another on-line web site; placing advertising in traditional media such as billboards, print and television; search engine line web pages of others in an Internet search engine's editorial listings; affiliate program management services, namely, the customers are generated for the advertiser; paid inclusion advertising, namely, advertising aimed at achieving the inclusion of on-Internet advertisement, pay for performance advertising, namely, advertising services paid for by the advertiser when new namely, online direct response services, namely, the process of generating a lead, sale or other similar action directly from an facilitate direct mail response advertising campaigns; promotion, advertising and marketing of the on-line web sites of others, consulting, and modeling services for advertising or sales promotion, data processing services including mail merge and purge to advertising, business marketing, business profiling for the purpose of identifying potential customers, direct mail advertising and

RECONNECT Country: United States of America Classes: 35 Registered 3176587 78/74096 28-Nov-2006 26-Oct-2005 RENEW 28-Nov-2016

Goods: Business research; business consulting; direct mail advertising and consulting; business marketing; advertising

THE PM COMPANY Country: United States of America Published 85/936736 20-May-2013 SOU/EXT Due 07-Jul-2016

Classes: 35

Goods: business advertising, business marketing, business research, business consulting, business profiling for the purpose of identifying such as billboards, print and television; search engine optimization services, namely, marketing designed to increase the rankings goods and services of others by extracting data from and then transmitting data to web sites. of the online web sites of others through search engine referral traffic analysis and reporting, namely by analyzing key word others are paid a commission when they refer business or sales to another on-line web site; placing advertising in traditional media affiliate program management services, namely the management of a program whereby the owners of the on-line web sites of namely advertising aimed at achieving the inclusion of on-line web pages of others in an Internet search engine's editorial listings: generating a lead, sale or other similar action directly from an Internet advertisement; pay for performance advertising, namely advertising and marketing of the on-line web sites of others, namely, online direct response services, namely the process of potential customers, direct mail advertising and consulting, and modeling services for advertising or sales promotion; promotion, searches in Internet search engines; providing business marketing information; data feed marketing services, namely promoting the advertising services paid for by the advertiser when new customers are generated for the advertiser; paid inclusion advertising,

TRADEMARK REEL: 005978 FRAME: 0792

Due Dates

United States of America United States Patent and Trademark Office

ANGLERFISH

Reg. No. 3,984,517

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered June 28, 2011 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cl.: 9

FOR: SOFTWARE DESIGNED FOR SEARCH ENGINE OPTIMIZATION OF THE WEB SITES

OF OTHERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

TRADEMARK

FIRST USE 9-7-2010; IN COMMERCE 9-7-2010.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-134,521, FILED 9-21-2010.

KEVIN DINALLO, EXAMINING ATTORNEY



Director of the United States Patent and Ynademark Office

United States of America Tanitod States Antent and Arabemark Office United States Patent and Trademark Office

DATA DRIVE

Reg. No. 4,247,000

PARADYSZ INC. (NEW YORK CORPORATION)

Registered Nov. 20, 2012 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cl.: 35

FOR: DIRECT MARKETING; MODELING SERVICES FOR ADVERTISING OR SALES PROMOTION; CONSULTING RELATING TO ALL THE FOREGOING, IN CLASS 35 (U.S.

CLS. 100, 101 AND 102).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 7-1-2011; IN COMMERCE 7-1-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DATA", APART FROM THE MARK AS SHOWN.

SN 85-398,682, FILED 8-16-2011.

ANDREW LEASER, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office

United States of America Muiton States Antent and Arabemark Office United States Patent and Trademark Office

HELIX

Reg. No. 4,172,755

PARADYSZ INC. (NEW YORK CORPORATION)

Registered July 10, 2012 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cls.: 35 and 42

FOR: PREPARING AND UPDATING MAILING LISTS TO ENSURE ACCURACY, IN CLASS

35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 6-6-2011; IN COMMERCE 6-6-2011.

PRINCIPAL REGISTER

FOR: COMPUTER SERVICES, NAMELY, HOSTING AN ON-LINE WEB SITE FOR OTHERS FOR MAINTAINING ELECTRONIC DATABASES OF MAILING LISTS, IN CLASS 42 (U.S.

CLS. 100 AND 101).

FIRST USE 6-6-2011; IN COMMERCE 6-6-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-304,601, FILED 4-26-2011.

VERNA BETH RIRIE, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office



INTELLIZIP

Reg. No. 3,957,828

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered May 10, 2011 NEW YORK, NY 10004

Int. Cl.: 35

FOR: DIRECT MARKETING SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 1-31-2006; IN COMMERCE 1-31-2006.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER, NO. 85-149,382, FILED 10-11-2010.

KEVIN DINALLO, EXAMINING ATTORNEY



Vand J. L. Viftes

Director of the United States Potent and Trademark Office

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,067,097

United States Patent and Trademark Office

Registered Mar. 14, 2006

SERVICE MARK PRINCIPAL REGISTER

Market Relevance

PARADYSZ MATERA & CO., INC. (NEW YORK CORPORATION) 215 PARK AVENUE SOUTH NEW YORK, NY 10003

FOR: MARKET RESEARCH SERVICES IN CONNECTION WITH MEDIA BUYING AND DIRECT MARKETING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-28-2000; IN COMMERCE 1-28-2000.

SER. NO. 76-581,513, FILED 3-15-2004.

JULIE WATSON, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,806,819

United States Patent and Trademark Office

Registered Jan. 20, 2004

SERVICE MARK PRINCIPAL REGISTER

MEDIA HARBOR

MEDIA HARBOR, LLC (NEW YORK LTD LIAB CO) 215 PARK AVE SOUTH

NEW YORK, NY 10003 BY ASSIGNMENT PARA-DYSZ MATERA & CO., INC. (NEW YORK COR-PORATION) NEW YORK, NY 100031603

FOR: BUSINESS CONSULTING SERVICES, NAMELY, CONSULTING IN THE FIELD OF MARKETING AND ADVERTISING ON A GLOBAL COMPUTER NETWORK; PROVIDING A BUSINESS WEBSITE CONTAINING INFORMATION IN THE FIELD OF ON-LINE ADVERTISING, MAILING

LISTS, CUSTOMER LISTS, AND SUBSCRIBER LISTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-0-2001; IN COMMERCE 9-0-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEDIA", APART FROM THE MARK AS SHOWN.

SN 75-762,488, FILED 7-28-1999.

CATHERINE FAINT, EXAMINING ATTORNEY

United States of America United States Patent and Trademark Office

MERGESCIENCE

Reg. No. 3,870,693

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered Nov. 2, 2010 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cl.: 42

FOR: APPLICATION SERVICE PROVIDER FEATURING A SUITE OF COMPUTER SOFT-WARE APPLICATIONS FOR USE IN DATA PROCESSING IN THE FIELD OF DIRECT MAIL

MARKETING, IN CLASS 42 (U.S. CLS. 100 AND 101).

SERVICE MARK

FIRST USE 8-31-2009; IN COMMERCE 8-31-2009.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-032,614, FILED 5-7-2010.

HELENE LIWINSKI, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office



Reg. No. 3,869,923

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered Nov. 2, 2010 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cl.: 41

FOR: ONLINE JOURNALS, NAMELY, BLOGS FEATURING CONTENT RELATING TO THE

DIRECT MARKETING INDUSTRY, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

FIRST USE 3-22-2010; IN COMMERCE 3-22-2010.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-967,237, FILED 3-24-2010.

HELENE LIWINSKI, EXAMINING ATTORNEY



Director of the United States Patent and Trademork Office



PARADYSZ

Reg. No. 3,933,013

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered Mar. 15, 2011 NEW YORK, NY 10004

5 HANOVER SQUARE

Int. Cl.: 35

FOR: BUSINESS ADVERTISING, BUSINESS MARKETING, BUSINESS RESEARCH, BUSI-NESS CONSULTING, BUSINESS PROFILING FOR THE PURPOSE OF IDENTIFYING PO-TENTIAL CUSTOMERS, DIRECT MAIL ADVERTISING AND CONSULTING, AND MODEL-ING SERVICES FOR ADVERTISING OR SALES PROMOTION, IN CLASS 35 (U.S. CLS. 100,

SERVICE MARK 101 AND 102).

SUPPLEMENTAL REGISTER

FIRST USE 1-24-2011; IN COMMERCE 1-24-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-012,415, FILED P.R. 4-13-2010; AM. S.R. 2-7-2011.

HELENE LIWINSKI, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office

United States of America United States Patent and Trademark Office

PARADYSZ DIRECT

Reg. No. 3,891,530

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION)

Registered Dec. 14, 2010 NEW YORK, NY 10004

Int. Cl.: 35

FOR: DIRECT MAIL ADVERTISING AND CONSULTING, PRINT AND INSERT MEDIA

ADVERTISING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 10-12-2010; IN COMMERCE 10-12-2010.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DIRECT", APART FROM THE

MARK AS SHOWN.

SN 85-012,414, FILED 4-13-2010.

HELENE LIWINSKI, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,359,676

United States Patent and Trademark Office

Registered Dec. 25, 2007

SERVICE MARK PRINCIPAL REGISTER

PM DIGITAL

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION) 5 HANOVER SQUARE NEW YORK, NY 10004

FOR: PROMOTION, ADVERTISING AND MARKETING OF THE ON-LINE WEB SITES OF OTHERS, NAMELY, ONLINE DIRECT RESPONSE SERVICES, NAMELY THE PROCESS OF GENERATING A LEAD, SALE OR OTHER SIMILAR ACTION DI-RECTLY FROM AN INTERNET ADVERTISEMENT; PAY FOR PERFORMANCE ADVERTISING, NAME-LY ADVERTISING SERVICES PAID FOR BY THE ADVERTISER WHEN NEW CUSTOMERS ARE GENERATED FOR THE ADVERTISER; PAID IN-CLUSION ADVERTISING, NAMELY ADVERTISING AIMED AT ACHIEVING THE INCLUSION OF ON-LINE WEB PAGES OF OTHERS IN AN INTER-NET SEARCH ENGINE'S EDITORIAL LISTINGS; AFFILIATE PROGRAM MANAGEMENT SERVI-CES, NAMELY THE MANAGEMENT OF A PRO-GRAM WHEREBY THE OWNERS OF THE ON-LINE WEB SITES OF OTHERS ARE PAID A COMMISSION WHEN THEY REFER BUSINESS OR SALES TO ANOTHER ON-LINE WEB SITE; PLACING ADVER-TISING IN TRADITIONAL MEDIA SUCH AS BILL-BOARDS, PRINT AND TELEVISION; SEARCH ENGINE OPTIMIZATION SERVICES, NAMELY, MARKETING DESIGNED TO INCREASE THE RANKINGS OF THE ONLINE WEB SITES OF OTHERS THROUGH SEARCH ENGINE REFERRAL TRAFFIC ANALYSIS AND REPORTING, NAMELY BY ANALYZING KEY WORD SEARCHES IN INTERNET SEARCH ENGINES; PROVIDING BUSINESS MARKETING INFORMATION; DATA FEED MARKETING SERVICES, NAMELY PROMOTING THE GOODS AND SERVICES OF OTHERS BY EXTRACTING DATA FROM AND THEN TRANSMITTING DATA TO WEB SITES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-31-2001; IN COMMERCE 1-31-2001.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DIGITAL", APART FROM THE MARK AS SHOWN.

SER, NO. 78-893,188, FILED 5-25-2006.

TIMOTHY FINNEGAN, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,176,587

United States Patent and Trademark Office

Registered Nov. 28, 2006

SERVICE MARK PRINCIPAL REGISTER

RECONNECT

PARADYSZ MATERA CO., INC. (NEW YORK CORPORATION) 5 HANOVER SQUARE NEW YORK, NY 10004 THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

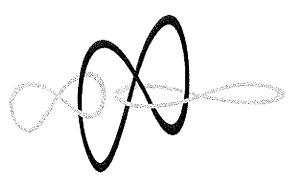
FOR: BUSINESS RESEARCH; BUSINESS CONSULTING; DIRECT MAIL ADVERTISING AND CONSULTING; BUSINESS MARKETING; ADVERTISING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SER. NO. 78-740,964, FILED 10-26-2005.

FIRST USE 10-13-2005; IN COMMERCE 10-13-2005.

MARY ROSSMAN, EXAMINING ATTORNEY

United States of America Manited States and Arahemark Office United States Patent and Trademark Office



Reg. No. 4,895,105 Registered Feb. 2, 2016

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

PARADYSZ INC. (NEW YORK CORPORATION) 5 HANOVER SOUARIE NEW YORK, NY 10004

FOR: BUSINESS ADVERTISING, BUSINESS MARKETING, BUSINESS RESEARCH, BUSI-NESS CONSULTING, BUSINESS PROFILING FOR THE PURPOSE OF IDENTIFYING PO-TENTIAL CUSTOMERS, DIRECT MAIL ADVERTISING AND CONSULTING, AND MODEL-ING SERVICES FOR ADVERTISING OR SALES PROMOTION, ADVERTISING AND MAR-KETING OF THE ON-LINE WEB SITES OF OTHERS, NAMELY, ONLINE DIRECT RESPONSE SERVICES, NAMELY, THE PROCESS OF GENERATING A LEAD, SALE OR OTHER SIM-ILAR ACTION DIRECTLY FROM AN INTERNET ADVERTISEMENT, PAY FOR PERFORM-ANCE ADVERTISING, NAMELY, ADVERTISING SERVICES PAID FOR BY THE ADVERT-ISER WHEN NEW CUSTOMERS ARE GENERATED FOR THE ADVERTISER; PAID INCLU-SION ADVERTISING, NAMELY, ADVERTISING AIMED AT ACHIEVING THE INCLUSION OF ON-LINE WEB PAGES OF OTHERS IN AN INTERNET SEARCH ENGINE'S EDITORIAL LISTINGS; AFFILIATE PROGRAM MANAGEMENT SERVICES, NAMELY, THE MANAGE-MENT OF A PROGRAM WHEREBY THE OWNERS OF THE ON-LINE WEB SITES OF OTHERS ARE PAID A COMMISSION WHEN THEY REFER BUSINESS OR SALES TO AN-OTHER ON-LINE WEB SITE; PLACING ADVERTISING IN TRADITIONAL MEDIA SUCH AS BILLBOARDS, PRINT AND TELEVISION; SEARCH ENGINE OPTIMIZATION SERVICES, NAMELY, MARKETING DESIGNED TO INCREASE THE RANKINGS OF THE ONLINE WEB SITES OF OTHERS THROUGH SEARCH ENGINE REFERRAL TRAFFIC ANALYSIS AND REPORTING, NAMELY, BY ANALYZING KEY WORD SEARCHES IN INTERNET SEARCH ENGINES; PROVIDING BUSINESS MARKETING INFORMATION; DATA FEED MARKETING SERVICES, NAMELY, PROMOTING THE GOODS AND SERVICES OF OTHERS BY EXTRACTING DATA FROM AND THEN TRANSMITTING DATA TO WEB SITES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).



FIRST USE 10-31-2001; IN COMMERCE 10-31-2001.

THE MARK CONSISTS OF THREE INTERLOCKING INFINITY SIGNS.

SER. NO. 86-672,953, FILED 6-24-2015.

TAMARA HUDSON, EXAMINING ATTORNEY

Michelle K. Zen Director of the United States

Patent and Trademark Office

United States of America Mariton States Patent and Arabemark Office United States Patent and Trademark Office

TRUE DEMAND

Reg. No. 4,365,281

PARADYSZ INC. (NEW YORK CORPORATION)

Registered July 9, 2013 NEW YORK, NY 10004

5 HANOVER SOUARE

Int. Cl.: 35

FOR: DIRECT MARKETING SERVICES, ADVERTISING SERVICES, MODELING SERVICES FOR ADVERTISING OR SALES PROMOTION, AND CONSULTING RELATING TO ALL OF THE FOREGOING, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 6-30-2011; IN COMMERCE 6-30-2011.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-404,815, FILED 8-23-2011.

ANDREW LEASER, EXAMINING ATTORNEY



RECORDED: 02/01/2017