

11-30-2004

11/24/04

RI



102891167

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Rawhide Internet Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Execution Date(s) September 10, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Exact Advertising, LLC
 Internal Address:
 Street Address: 126 Fifth Avenue, 4th Fl.
 City: New York
 State: New York
 Country: USA Zip: 10011

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2753090

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Rawhide Search Solutions

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Devon J. Goldberg

Internal Address:

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York

State: New York Zip: 10019

Phone Number: (212) 259-6705

Fax Number: (212) 259-6333

Email Address: dgoldberg@dbllp.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

11/24/04

Date

Devon J. Goldberg

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/29/2004 MBE/TACHE 00060056 2753090

40.00 DP

175.00 DP

01 FC:8521

02 FC:8522

Continuation of Item 4 to the Recordation Form Cover Sheet - Trademarks Only
List of Additional Trademark Registrations

A.

N/A

B.

2,601,247

2,576,352

2,504,755

2,649,013

2,627,724

2,592,217

2,596,752

C.

SEARCH PARTNER ALLIANCE

SEARCH BOSS

TRAFFIC BOSS

STRATEGYBOSS

WEBYAH YOU ARE HERE & Design

RAWHIDE INTERNET SERVICES

TRAFFIC MART

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of September 10, 2004, by and between Rawhide Internet Services, Inc., an Ohio corporation operating under the trade name "Rawhide Search Solutions" ("Assignor"), and Exact Advertising, LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

A. Assignor, having a principal place of business at 1000 Monroe Street, Toledo, Ohio 43624, owns all right, title and interest in and to the trademarks identified in Schedule A hereto (the "Trademarks");

B. Assignee, having a principal place of business at 126 Fifth Avenue, 4th Floor, New York, New York 10011, desires to acquire Assignor's entire right, title and interest in and to the Trademarks; and

C. Assignee, Assignor and certain principals of Assignor are parties to that certain Asset Purchase Agreement, dated as of September 10, 2004 (the "Asset Purchase Agreement"), and Assignor is hereunder transferring its rights in and to the Trademarks in accordance with the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which may issue from any applications included in the Trademarks, and all convention and treaty rights based on the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer all of said Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

3. Assignor agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be reasonably necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to the Trademarks.

4. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same assignment and shall become effective when one or more

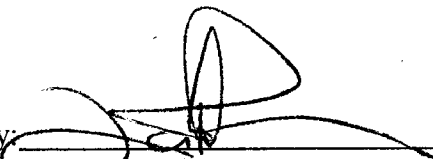
counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank.]

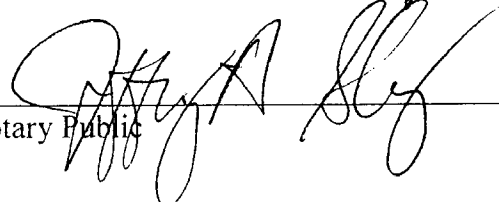
IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment effective as of the date first above written.

ASSIGNOR:

RAWHIDE INTERNET SERVICES, INC.

By: 
Name: Jason Tuschman
Title: President

Sworn to me this 9th day of Sept., 2004.


Notary Public



JEFFREY D. SNAVELY
Notary Public, State of Ohio
Commission has no expiration
Section 147.03 R.C.

TRADEMARK ASSIGNMENT

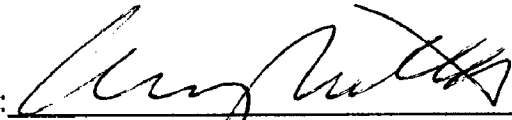
TRADEMARK
REEL: 003084 FRAME: 0062

ASSIGNEE:

EXACT ADVERTISING, LLC

Sworn before me this
9th day of September
2004

By:



Name: WILLIAM A. MADELOFF

Title: CEO

RICHARD W. MASS
Notary Public, State of New York
No. 02MAG024007
Qualified in New York County
Commission Expires May 3, 2005

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003084 FRAME: 0063

Schedule A

TRADEMARKS

1. U.S. Trademark Registration No. 2,753,090 for "Rawhide Search Solutions" with (1) Typed Drawing
2. U.S. Trademark Registration No. 2,601,247 for "Search Partner Alliance" with (1) Typed Drawing
3. U.S. Trademark Registration No. 2,576,352 for "Search Boss" with (1) Typed Drawing
4. U.S. Trademark Registration No. 2,504,755 for "Traffic Boss" with (1) Typed Drawing
5. U.S. Trademark Registration No. 2,649,013 for "StrategyBoss" with (1) Typed Drawing
6. U.S. Trademark Registration No. 2,627,724 for "Webyah You Are Here" with (3) Design Plus Words, Letters, and/or Numbers
7. U.S. Trademark Registration No. 2,592,217 for "Rawhide Internet Services" with (1) Typed Drawing
8. U.S. Trademark Registration No. 2,596,752 for "Traffic Mart" with (1) Typed Drawing