

07-12-2005

OFFICE

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7-6-05

1. Name of conveying party(ies):

360i.com, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/1/05

- 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: 18 West 18th Street

City: New York

State: New York

Country: U.S.A. Zip: 10011

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability 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)
78623973; 78623867

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

SEARCHINSIGHT & Design
FULL CIRCLE SEARCH & Design

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

Name: Stanton J. Lovenworth, Esq.

Internal Address: _____

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York

State: New York Zip: 10019

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dbllp.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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:

Stanton J. Lovenworth

Signature

July 5, 2005

Date

Stanton J. Lovenworth

Name of Person Signing

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

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

07/12/2005 6TON11 00000075 78623973

01 FC:8521

40.00 OP

02 FC:8522

25.00 OP

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of June 1, 2005, by and between 360i, a Georgia corporation and SearchIgnite, LLC a Georgia limited liability company ("Assignor"), and Exact Advertising, LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

A. Assignor, having a principal place of business at 1095 Zonolite Road, Suite 101, Atlanta, GA, 30306, 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 other parties are parties to that certain Asset Contribution Agreement, dated as of June 1, 2005 (the "Asset Contribution Agreement"), and Assignor is hereunder transferring its rights in and to the Trademarks in accordance with the Asset Contribution 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, together with all claims for damages by reason of past infringement of said Trademarks by third parties with the right to sue and collect the same from said third parties for Assignee's own use or for the use of Assignee's successors, assigns or other legal representatives.

2. Assignor hereby represents and warrants, subject to the terms and limitations of the Asset Contribution Agreement, that: Assignor owns the Trademarks free and clear of all material liens and encumbrances and has the right and power to enter into this Trademark Assignment and to assign the Trademarks to Assignee as provided herein; Assignor's rights in the Trademarks are valid and enforceable; the Trademarks do not violate or infringe, and have not violated or infringed, the intellectual property rights of any third party; Assignor has received no demand, claim, notice or inquiry which challenges or threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or Assignor's rights in, the Trademarks, and Assignor knows of no such basis for any such challenge; to Assignor's knowledge, no third party is infringing the Trademarks of the Assignor; and Assignor has not granted any license with respect to the Trademarks to any third party.

3. Assignor hereby authorizes the Commissioner for Trademarks 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 outside of the United States to transfer all registrations and applications for 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, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Assignment. Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

4. Assignor agrees that it will, at any time upon the request of Assignee, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks. Assignor further agrees that it will at any time upon the 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.

5. 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.


6. This Assignment is not intended to expand or diminish any of the rights or obligations of any party to the Asset Contribution Agreement. In the event that any terms or provisions of this Assignment conflict with any terms or provisions of the Asset Contribution Agreement, the Asset Contribution Agreement shall control.

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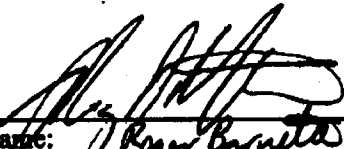
IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment effective as of the date first above written.

ASSIGNOR:

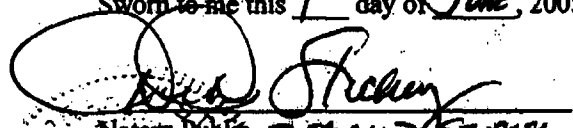
360L.com, Inc.

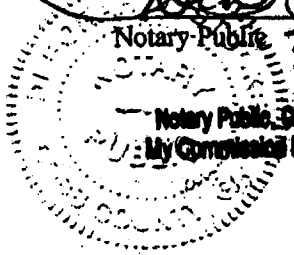
By: 
Name: DAVID N WILLIAMS
Title: COMPROMISE

SearchIgnite, LLC

By: 
Name: Roger Barnett
Title: CEO

Sworn to me this 1st day of June, 2005.


Notary Public JOBANN D. SECCY



Notary Public, Cobb County, Georgia
My Commission Expires April 23, 2007

TRADEMARK ASSIGNMENT

ASSIGNEE

EXACT ADVERTISING, LLC

By: 

Name: Will MARGLOFF

Title: CEO

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003190 FRAME: 0685

SCHEDULE A

TRADEMARKS

1. U.S. Trademark Registration Application Serial No. 78/623,973 for "SearchInsight".
2. U.S. Trademark Registration Application Serial No. 78/623,867 for "Full Circle Search".

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