

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tractiv, LLC		05/03/2006	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Element 79 Partners LLC		
<b>Street Address:</b>	200 East Randolph Drive		
<b>Internal Address:</b>	Suite 3300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78448753	TRACTIV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)468-4888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-468-4800		
<b>Email:</b>	jkatz@dglaw.com		
<b>Correspondent Name:</b>	Jeffrey C. Katz		
<b>Address Line 1:</b>	1740 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	9601-0004-001		
<b>NAME OF SUBMITTER:</b>	Jeffrey C. Katz		
<b>Signature:</b>	/Jeffrey C. Katz/		

CH \$40.00 78448753

Date:

03/09/2007

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

This Trademark Assignment and Domain Name Transfer Agreement ("Agreement"), dated January 30, 2006, is made by and between Tractiv, ~~Inc.~~ ("Seller") and Element 79 Partners LLC ("Purchaser"). LLC

WHEREAS, Seller has adopted and is using the Mark for website development and consulting services and has continuously used the Mark for such services in interstate commerce since at least as early as July 8, 2004; and

WHEREAS, Seller owns the domain names WWW.TRACTIV.COM, WWW.TRACTIV.NET, WWW.TRACTIV.ORG, WWW.TRACTIV.INFO and WWW.TRACTIV.BIZ ("the Domain Names"); and

WHEREAS Seller wishes to sell, transfer and assign, and Purchaser wishes to buy, the Mark and Domain Names;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignment of the Mark.** Seller hereby irrevocably sells, transfers and assigns, free and clear of any liens, encumbrances and liabilities, all right, title and interest in and to the service mark TRACTIV, including but not limited to all registration rights with respect to the Mark, all rights to prepare derivative marks, the goodwill of the business symbolized by and associated with the Mark and all other rights in and to the service mark (hereafter "the Mark"). In such regard, Seller shall prepare and file all necessary documents, papers, forms and authorizations to assign its rights to Purchaser in and to the Marks, including Seller's application and/or registration of the Mark with the U.S. Patent & Trademark Office. Buyer shall reimburse Seller for ordinary and reasonable expenditures in making such assignment. Seller and its officers shall make no further use of its corporate name, the Mark or any other trademark or service that is similar to the Mark.
- 2. Transfer of Domain Names.** Seller hereby agrees to irrevocably assign and transfer its right, title and interest in and to the Domain Names and the registration thereof, together with the goodwill of the business connected with and symbolized by the Domain Names. In such regard, Seller shall prepare and file all necessary documents, papers, forms and authorizations to transfer its rights in the Domain Names to Purchaser, and in specific shall prepare and file the necessary forms and/or to correspond with the domain name registrar to authorize transfer of the Domain Names, including removing the register lock on the Domain Names. Seller also hereby assigns all right, title and interest in and to any trademark, service mark or copyright rights to the Domain Names and transfers any right, title and interest in the content of the websites, including any copyright or intellectual property rights relating thereto. Seller hereby agrees not to acquire any other domain name that is confusingly similar to the Domain Names.
- 3. Dissolution of LLC.** In connection with the sale, transfer and assignment of the Mark and Domain Names, Seller shall dissolve its limited liability company, as filed with the Illinois Secretary of State, no later than June 30, 2006. Seller shall provide to Purchaser documentation that such dissolution has been accomplished.

4. **Consideration.** In exchange for the rights and assets transferred herein, Purchaser shall pay Seller the sum of [REDACTED] payable within ten (10) business days of execution of this Agreement.

5. **Cooperation.** Seller agrees to cooperate with Purchaser and to follow Purchaser's reasonable instructions in order to effectuate the transfer of the Mark and Domain Names registrations in a timely manner.

6. **Representations and Warranties.**

A. Seller hereby represents and warrants that:

- (1) Seller is a company duly registered and in good standing under the laws of Illinois;
- (2) Seller owns all right, title and interest in the Mark and Domain Names, including all intellectual property rights, and transfer of Seller's rights under this Agreement do not violate the legal or equitable rights of any third party;
- (3) The Mark and Domain Names are free of any liens, security interests, or encumbrances, and Seller properly registered the Domain Names with InterNic without committing fraud or misrepresentation;
- (4) Seller has the full corporate power and authority necessary to enter into and execute this Agreement;
- (5) Seller has never licensed and shall not license the Mark or Domain Names to any third party;
- (6) There is no claims, litigation or any other action arising from or relating to the Mark or Domain Names; and
- (7) Seller will not engage in any action that will be contrary to the validity of the Marks or Domain Names after completion of the transfer and assignment.

B. Purchaser hereby represents and warrants that:

- (1) Seller is a company duly registered and in good standing under the laws of Illinois; and
- (2) Seller has the full corporate power and authority to enter into this Agreement.

7. **Effective Date.** This Agreement shall be effective upon full execution of this Agreement.

8. **Indemnification.** Each party hereby agrees to defend, indemnify and hold harmless the other party from any claim, action, lawsuit or loss arising out of or in connection with breach of this Agreement or the warranties stated herein.

9. Miscellaneous. This Agreement and any accompanying instruments or documents constitute the entire agreement between the parties and supersedes all prior and concurrent agreements and understandings. The validity, interpretation and implementation of this Agreement shall be governed by the laws of Illinois. The Agreement shall not be amended, supplemented or modified except by written agreement signed by both parties.

ACCEPTED & AGREED:

TRACTIV, LLC

By: [Signature]

Title: Managing Partner

Date: 4-28-06

Christopher A. Miller  
[Signature]

MANAGING PARTNER

5/2/06

ACCEPTED & AGREED:

ELEMENT 79 PARTNERS LLC

By: [Signature]

Title: CAO

Date: May 3, 2006