

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
News America Marketing Interactive, L.L.C.		12/05/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	News America Marketing Properties L.L.C.		
<b>Street Address:</b>	303 E. Wacker Drive		
<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>	
Registration Number:	2854864	U-PONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)852-7217		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-852-7729		
<b>Email:</b>	dcosta@newscorp.com		
<b>Correspondent Name:</b>	Michelle V. Francis		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	U-PONS ASSIGNMENT TO NAMP		
<b>NAME OF SUBMITTER:</b>	Michelle V. Francis		
<b>Signature:</b>	/Michelle V. Francis, Esq./		

CH \$40.00 2854864

Date:

03/30/2007

**Total Attachments: 4**

source=U-PONS.16&35.US.assignment from NAMPILLC to NAMPLLC page 1#page1.tif

source=U-PONS.16&35.US.assignment from NAMPILLC to NAMPLLC page 2#page1.tif

source=U-PONS.16&35.US.assignment from NAMPILLC to NAMPLLC page 3#page1.tif

source=U-PONS.16&35.US.assignment from NAMPILLC to NAMPLLC page 4#page1.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of December 5, 2006, is made by News America Marketing Interactive, L.L.C., a limited liability company organized under the laws of the State of Delaware ("NAMI").

WHEREAS, Q Interactive, Inc. ("Q Interactive") and NAMI entered into an Asset Purchase Agreement dated as of December 5, 2006 (the "Purchase Agreement"), whereby Q Interactive agreed to sell the Coupon Business to NAMI along with the entire right, title and interest in and to the Trademark listed on Schedule A (the "Assigned Trademark") and NAMI agreed to purchase the Coupon Business from Q Interactive and acquire the entire right, title and interest in and to the Assigned Trademark;

WHEREAS, pursuant to the Purchase Agreement and the Trademark Assignment, dated as of December 5, 2006, between Q Interactive and NAMI, Q Interactive assigned the entire right, title and interest in and to the Assigned Trademark to NAMI;

WHEREAS, NAMI further wishes to assign the Assigned Trademark to News America Marketing Properties LLC ("NAMP"); and

WHEREAS, the assignment of the Assigned Trademark from NAMI to NAMP hereunder is being understood to occur simultaneously with the assignment thereof from Q Interactive to NAMI.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged:


1. NAMI does hereby sell, assign and transfer to NAMP, the entire right, title and interest in and to the Assigned Trademark together with the goodwill connected with and symbolized by the Assigned Trademark, the same to be held and enjoyed by NAMP for its own use and enjoyment and the use and enjoyment of their successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademark is granted, renewed or extended as fully and entirely as the same would have been held and enjoyed by NAMI if this assignment and sale had not been made, as assignee of their entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for present and future infringement of the rights assigned under this Assignment.
2. NAMI hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment simultaneously with the Assignment between Q Interactive and NAMI.

3. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[Signature on Following Page]

IN WITNESS WHEREOF, News America Marketing Interactive, L.L.C. has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

NEWS AMERICA MARKETING  
INTERACTIVE, L.L.C.

By:   
Name: Michelle V. Francis  
Title: Vice President and  
Assistant Secretary

ATTESTATION OF WITNESS

I, DONNA VOSS COSTA, whose full post office address is 1211 AVE. OF THE AMERICAS, NY, NY 10036, was personally present and did see MICHELLE V. FRANCIS, who is personally known to me, execute the above assignment.



Schedule A

ASSIGNED TRADEMARK

<i>MARK</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
U-PONS	2,854,864	June 15, 2004