

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrivateRaise.Com LLC		07/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DealFlow Media, Inc.		
Street Address:	88 Hidden Ridge Drive		
City:	Syosset		
State/Country:	NEW YORK		
Postal Code:	11791		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2693783	PRIVATERAISE	
Registration Number:	2693771	PRIVATERAISE.COM	
Registration Number:	2693770	RAISEASSIST	
Registration Number:	2693772	SIMPLIFYING EQUITY PRIVATE PLACEMENTS	
CORRESPONDENCE DATA			
Fax Number:	(212)692-1014		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	amdresner@duanemorris.com		
Correspondent Name:	Arthur M. Dresner		
Address Line 1:	1540 Broadway		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	Y3019-00004		
NAME OF SUBMITTER:	Arthur M. Dresner		

CH \$115.00 2693783

Signature:

/Arthur M. Dresner/

Date:

07/21/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of July 15, 2008 between PrivateRaise.Com LLC. A limited liability company organized under the laws of the State of Delaware (the "Assignor") and DealFlow Media, Inc., a New York corporation (the "Assignee").

WHEREAS, Assignor has adopted, used and is using the marks listed on Schedule A hereto (the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, between the Assignor and the Assignee, the Assignor agreed to sell, assign and transfer to Assignee and the Assignee agreed to acquire certain assets from Assignor, including all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

Execution Copy
7/15/2008

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement as of the date first above written.

PRIVATERAISE.COM LLC

By: E. Kurt Kim
Name: E. Kurt Kim
Title: Chief Executive Officer

DEALFLOW MEDIA, INC.

By: _____
Name: Steven Dresner
Title: President

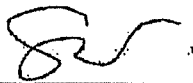
Execution Copy
7/15/2008

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PRIVATERAISE.COM LLC

By: _____
Name: E. Kurt Kim
Title: Chief Executive Officer

DEALFLOW MEDIA, INC.

By:  _____
Name: Steven Dresner
Title: President



SCHEDULE A

Trademark	Country	Reg. No	Reg. Date	Goods/Services
PRIVATERAISE	U.S.	2,693,783	March 4, 2003	<p>providing interactive and customized online information services, namely, the monitoring, research and analysis of transaction activity in the equity private placement marketplace, to public/private corporations, placement agents, investors and legal counsel; providing consulting services to assist equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in comprehensively researching and analyzing equity private placement activity; providing facilitation services to equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in order to assist in the execution of equity private placements; and providing a forum, i.e., secondary market, for accredited investors to buy and sell equity private placement securities</p>
PRIVATERAISE.COM	U.S.	2,693,771	March 4, 2003	<p>providing interactive and customized online information services, namely, the monitoring, research and analysis of transaction activity in the equity private placement marketplace, to public/private corporations, placement agents, investors and legal counsel; providing consulting services to assist equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in comprehensively researching and analyzing equity private placement activity; providing facilitation services to equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in order to assist in the execution of equity private placements; and providing a forum, i.e., secondary market, for accredited investors to buy and sell equity private placement securities</p>

RAISEASSIST	U.S.	2,693,770	March 4, 2003	<p>providing interactive and customized online information services, namely, the monitoring, research and analysis of transaction activity in equity private placement marketplace, to public/private corporations, placement agents, investors and legal counsel; providing consulting services to assist equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in comprehensively researching and analyzing equity private placement activity; providing facilitation services to equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in order to assist in execution of equity private placements; and providing a forum, i.e., secondary market, for accredited investors to buy and sell equity private placement securities</p>
SIMPLIFYING EQUITY PRIVATE PLACEMENTS	U.S.	2,693,772	March 4, 2003	<p>providing interactive and customized online information services, namely, the monitoring, research and analysis of transaction activity in the equity private placement marketplace, to public/private corporations, placement agents, investors and legal counsel; providing consulting services to assist equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in comprehensively researching and analyzing equity private placement activity; providing facilitation services to equity private placement market participants, namely, public/private corporations, placement agents, investors and legal counsel, in order to assist in the execution of equity private placements; and providing a forum, i.e., secondary market, for accredited investors to buy and sell equity private placement securities</p>