

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MordComm, Inc.		07/23/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Stoddard Hill Media Holdings, LLC		
Doing Business As:	DBA iNET Interactive		
Street Address:	9100 West Chester Towne Centre Road		
Internal Address:	Suite 200		
City:	West Chester		
State/Country:	OHIO		
Postal Code:	45069		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3189291	SEARCH MARKETING STANDARD	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8200		
Email:	emily.judge@dinslaw.com		
Correspondent Name:	Emily M. Judge		
Address Line 1:	255 E. 5th St.		
Address Line 2:	Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	35197-7		
NAME OF SUBMITTER:	/emily judge/		
Signature:	/emily judge/		

OP \$40.00 3189291

Date:

08/22/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective as of July 23, 2008 (the "Effective Date") from **MordComm, Inc.**, a New York corporation (the "Assignor"), to **Stoddard Hill Media Holdings, LLC**, a Delaware limited liability company d/b/a iNET Interactive (the "Assignee").

WHEREAS, the Assignor is the owner of certain intellectual property rights; and

WHEREAS, the Assignor has agreed to assign all rights and interests in and to such intellectual property to Assignee pursuant to an Asset Purchase Agreement dated as of the Effective Date (the "Agreement") by and among Assignee, Assignor, Search Marketing Standard, Inc., SEMCompare, Inc., and Boris Mordkovich and Yevgeniy Mordkovich, and Assignee desires to acquire the entire right, title and interest in and to said intellectual property rights in accordance with the terms of the Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. Trademarks. As of the Effective Date, the Assignor does hereby irrevocably assign and transfer to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to and under the following:

a. all registered and unregistered trademarks, service marks, trade dress, brands, logos, symbols, emblems and slogans related to the Assignor or used in connection with the Business (as defined in the Agreement), including but not limited to those listed in Exhibit A (collectively the "Trademarks"), together with the goodwill symbolized by the Trademarks;

b. any and all other rights, privileges and priorities of the Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Related Rights");

c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Patents and Trade Secrets. As of the Effective Date, the Assignor does hereby assign and transfer unto the Assignee:

a. any and all patentable subject matter contained in its intellectual property, know-how, trade secrets and any other aspect of the Business (as defined in the Agreement); and

b. any and all trade secrets and know-how related to its business and all rights thereunder, including the right to sue for past or future misappropriation thereof.

3. Copyrights. As of the Effective Date, the Assignor does hereby irrevocably assign, and transfer to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to:

a. any and all copyrights of the Assignor, any registration and application relating thereto and any renewal and extension thereof, works of authorship, maskworks, schematics, proprietary information, know-how, trade secrets, computer software, technology, ideas, algorithms, methods, processes, and inventions related to the Business (as defined in the Agreement), including but not limited to those listed in Exhibit B (collectively referred to as the "Copyrights");

b. any and all rights to all works based upon, derived from, or incorporating the works covered by the Copyrights (collectively referred to as the "Derivative Rights");

c. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Copyrights and Derivative Rights, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights and Derivative Rights; and

d. any and all rights corresponding to the Copyrights and Derivative Rights throughout the world.

4. Other Intellectual Property Rights. As of the Effective Date, the Assignor does hereby irrevocably assign, and transfer to the Assignee, its successors and assigns, Assignor's entire right, title and interest in and to any and all (i) other proprietary rights, domain names, information technology, computer software, ideas, methods, processes and intentions relating to the Business (as defined in the Agreement), including the URLs and websites listed in Exhibit C; (ii) documents and documentation (whether in written or electronic form), owned, possessed, in the custody of or under the control of the Assignor, which are related to the Intellectual Property (as defined in the Agreement), including, but not limited to research documentation, inventors' notebooks and similar materials, invention disclosure documents, and file histories for any patents and patent applications and (iii) rights to all causes of action (either in law or equity) and the rights to sue, counterclaim, cross-claim, and recover for past, present or future infringement, misappropriation or violation of the Intellectual Property (as defined in the Agreement) (or any portion thereof) in the United States and throughout the world.

5. Further Acts. The Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to the Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

6. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

c. Assignability. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

MordComm, Inc.

By: 
Yevgeniy Mordkovich, President

By: 
Boris Mordkovich, Vice President

EXHIBIT A

Trademarks

1. "Search Marketing Standard" trademark Registration Date December 26, 2006,
Registration Number 3189291.

EXHIBIT B

Copyrights

1. All copyrighted material for all published issues of Search Marketing Standard magazine (both in printed and electronic format) to the extent owned by the Assignor.

EXHIBIT C

Other Intellectual Property Rights

All Uniform Resource Locators, website addresses, website content, registrations, source code and all other Intellectual Property of Assignor with respect to the following Websites:

- www.searchmarketingstandard.com
- www.smstandard.com
- www.searchmarketingmagazine.com
- www.searchmarketingmag.com
- www.payperclickuniverse.com
- www.ppcuniverse.com
- www.payperclickdeals.com
- www.payperclickforums.com
- www.semcompare.com
- www.comparesem.com