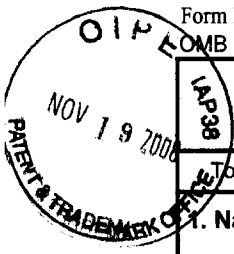


11-24-2008



REC
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103536478

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

80-51-11

1. Name of conveying party(ies):

A Traditional Advertising Concepts, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company - Texas
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 17, 2008

- 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: Pocketstop, LLC

Internal

Address: _____

Street Address: 6106 Rincon Way

City: Dallas

State: Texas

Country: _____ Zip: 75214-2035

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Co

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)

77/231,736
77/432,116

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):

POCKETMARKETING - 77/231,736 7-17-2007
POCKETSTOP - 77/432,116 3-26-2008

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

Name: Darin M. Klemchuk

Internal Address: Suite 1575

Street Address: 8150 N. Central Expressway

City: Dallas

State: Texas Zip: 75206

Phone Number: 214-239-8900

Fax Number: 214-550-2671

Email Address: darink@ptlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/24/2008 DRYRNE 00000003 77231736
Deposit Account Number

Authorized User Name DRYRNE 40.00 OP
25.00 OP

9. Signature:

Darin M. Klemchuk

Name of Person Signing

4 NOV. 08
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between A Traditional Advertising Concepts, LLC (the "Assignor"), and Pocketstop, LLC, a Texas limited liability company, (the "Company").

WITNESSETH

WHEREAS, the Assignor has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "Marks"); and

WHEREAS, in return for an assignment of the Marks, the Company agrees to prosecute all applications associated with the Marks, maintain any subsequent registrations for them, and take over enforcing the Marks; and

WHEREAS, the Assignor has agreed to assign and the Company has agreed to acquire all of the Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past or future infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto the Company all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for future or past infringement thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Company may deem necessary to secure for the Company or its designee the rights herein assigned.

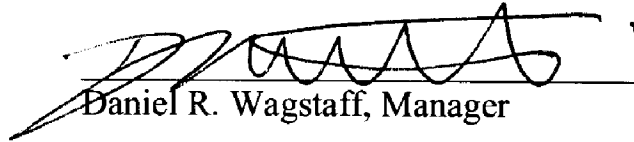
[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment effective as of October 17, 2008.

A TRADITIONAL ADVERTISING CONCEPTS, LLC

By: Daniel R. Wagstaff

Its: Manager



Daniel R. Wagstaff, Manager


Pocketstop, LLC

By: Brian W. Teague

Its: Manager



Brian W. Teague, Manager


By: Daniel R. Wagstaff
Its: Manager

Dated: OCTOBER 17, 2008

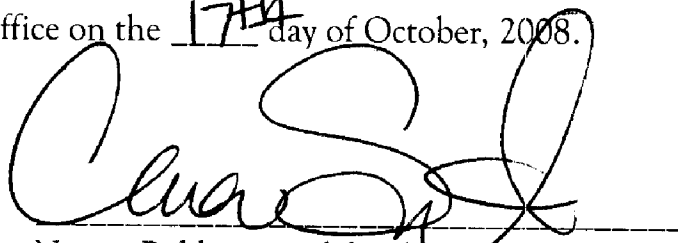
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

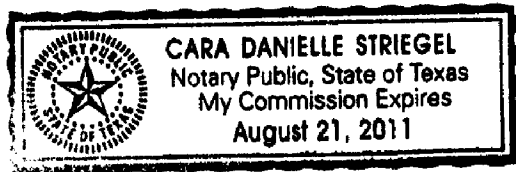
This instrument was acknowledged before me on the 17th day of October, 2008,

by Daniel R. Wagstaff, Manager of A Traditional Advertising Concept, LLC.

Given under my hand and seal of office on the 17th day of October, 2008.



Notary Public in and for the
State of Texas



August 21, 2011
My commission expires:

POCKETSTOP, LLC

Brian W. Teague
By: Brian W. Teague
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of October, 2008
by Brian W. Teague, Manager of Pocketstop, LLC.

Given under my hand and seal of office on the 17th day of October, 2008

Cara Striegel

Notary Public in and for the
State of Texas

August 21, 2011
My commission expires:

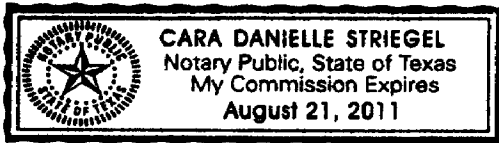


Exhibit A

Mark	Jurisdiction	Goods/Services	Serial No.	Reg. No.
POCKET MARKETING	USA	Advertising services, namely, promoting and marketing the goods and services of others through public communication means, specifically through mobile communication devices.	77/231,736	n/a
POCKET MARKETING	Common Law	Advertising services, namely, promoting and marketing the goods and services of others through public communication means, specifically through mobile communication devices.	n/a	n/a
POCKETSTOP	USA	Advertising services, namely, promoting and marketing the goods and services of others through all public communication means.	77/432,116	n/a
POCKETSTOP	Common Law	Advertising services, namely, promoting and marketing the goods and services of others through all public communication means.	n/a	n/a

Darin M. Klemchuk
214.239.8900
214.550.2671 fax
darin@ckptlaw.com



November 16, 2008

VIA FEDEX: 7961 1859 4810

United States Patent and Trademark Office
Customer Service Window, Mail Stop: Assignment Recordation Services
Randolph Building
401 Dulany Street
Alexandria, VA 22313-1451

Re: Recordation of Assignment of Two Trademark Applications:
Appl. Ser. No. 77/231,736 POCKETMARKETING, Filed 07/17/2007
Appl. Ser. No. 77/432,116 POCKETSTOP, Filed 03/26/2008

Dear Sir or Madam:

Enclosed for your recordation with the Trademark Office is:

1. Trademark Recordation Form Cover Sheet PTO-1594;
2. Original, fully executed Assignment (5 pages); and
3. Our firm check no. 039, in the amount of \$65 to cover the filing fees.

Please contact my assistant Claudia Alvarado, if you require any additional information or need anything further.

Sincerely,



Darin M. Klemchuk

DMK/csa
Enclosures



11-19-2008

U.S. Patent & TMO/PTM Mail Rpt. Dt. #32

Campbell Centre II ■ 8150 North Central Expressway ■ Suite 1575 ■ Dallas, Texas 75206

RECORDED: 11/19/2008

**TRADEMARK
REEL: 003892 FRAME: 0522**