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#### 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
llios Partners, LLC	FORMERLY Ilios Group, LLC	104/03/2009 1	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Investor Profiles, LLC
Street Address:	120 Broadway
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10271
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2626355	HOT TARGETS

#### **CORRESPONDENCE DATA**

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-570-1000

Email: rthomas@goodwinprocter.com

Correspondent Name: Ryan E. Thomas - IP Administrator

Address Line 1: Goodwin Procter LLP

Address Line 2: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	122097-189862
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
1.	

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Date:	04/16/2009
Total Attachments: 4 source=HOT TARGETS assmnt#page1.tif source=HOT TARGETS assmnt#page2.tif source=HOT TARGETS assmnt#page3.tif source=HOT TARGETS assmnt#page4.tif	

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective April 3, 2009, by and between Ilios Partners LLC, a limited liability company organized and existing under the laws of Delaware (f/k/a Ilios Group, LLC, Delaware limited liability company), and having a usual place of business at 550 West Van Buren, Suite 1120, Chicago, IL 60607 ("<u>Assignor</u>") and Investor Profiles, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 120 Broadway, 8<sup>th</sup> Floor, New York, NY 10271 ("<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in and to the United States trademarks listed on <u>Schedule A</u> hereto (the "<u>Marks</u>");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above. ASSIGNOR: ILIOS PARTNERS LLC Name: Signature: Title: **NOTARIZATION** On this  $31^{67}$  day of <u>MARCH</u>, 2009, before me, the undersigned Notary Public, personally appeared <u>NICK TRIKOLAS</u>, proved to me through satisfactory evidence of identification, which was/were <u>IL DRIVERS LICEUSE</u>, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free Signature of Notary My Commission Expires: \_\_\_Y-11-2011 ASSIGNEE: INVESTOR PROFILES LLC Name: Signature: Title: On this \_\_\_\_\_ day of \_\_\_\_\_\_, 200\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature Page to Trademark Assignment]

My Commission Expires:

Signature of Notary

(Seal)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

	ASSIGNO	DR: <u>ILIOS PARTN</u>	ERS LLC
	Name: Signature:		
	Title:		
	NOTAR	IZATION	
On this day of, prove was/were, attached document, and who swore or a accurate to the best of his/her knowledg to execute this document singly on behavill.	ed to me through to be the person ffirmed to me to ge and belief. To	gh satisfactory evide son whose name is hat the contents of the The above-indicated it	nce of identification, which signed on the preceding or ne document are truthful and ndividual is duly authorized
		(5	Seal)
Signature of Notary			
My Commission Expires:			
	ASSIGNEE:  Name:	INVESTOR PROFIL	
5	Signature:	Thomas A.Fl	
1	Γitle:	Chief Executive	
On this 31 day of <u>March</u> appeared <u>Defore Me</u> , prove was/were <u>True</u> , attached document, and who swore or at accurate to the best of his/her knowledg to execute this document singly on behavill.	ed to me througe to be the persent to me to the and belief. To	gh satisfactory evide son whose name is a hat the contents of the The above-indicated in and executed this do	nce of identification, which signed on the preceding or the document are truthful and individual is duly authorized
Signature of Notary		()	SHANNA M. BAKER
My Commission Expires: October	27,2012	2	Notary Public, State of New York No. 01BA6195465 Qualified in New York County Commission Expires October 27, 2012

[Signature Page to Trademark Assignment]

# $\underline{Schedule\ A}$

## Marks

Mark	Registration No.
HOT TARGETS	2,626,355

**RECORDED: 04/16/2009**