

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
AJAX MEDIA LTD.		02/02/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ADKNOWLEDGE, INC.		
Street Address:	4600 Madison Avenue		
Internal Address:	10th Floor		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3022414	WORD MASTER	
CORRESPONDENCE DATA			
Fax Number:	(925)226-4995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-892-9942		
Email:	gerry@elman.com		
Correspondent Name:	Elman Technology Law, P.C.		
Address Line 1:	P.O. Box 209		
Address Line 4:	Swarthmore, PENNSYLVANIA 19081		
ATTORNEY DOCKET NUMBER:	ADK1.108T		
NAME OF SUBMITTER:	Scott Rylan Powell		
Signature:	/ScottRylanPowell/		

CH \$40.00 3022414

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**TRADEMARK
 REEL: 004206 FRAME: 0813**

Date:

05/14/2010

Total Attachments: 5

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TRADEMARK AND PATENT ASSIGNMENT

This Trademark and Patent Assignment (this "**Assignment**") is entered into effective as of February 2, 2010 (the "**Effective Date**") by and between Ajax Media Ltd, a company organized under the laws of England and Wales, Co. No. 06839833 ("Ajax", the "Assignor") and Adknowledge, Inc., a Delaware, USA corporation ("Adknowledge", the "Assignee").

1.0 Background.

1.1 The Assignor is a debtor of Assignee and Assignee is a creditor of Assignor. Assignor holds intellectual property, further described herein, valued by a third party auditor as worthless, related to one or more families of patent applications and trademarks owned and controlled by Assignee, all of which were purchased by Assignor and Assignee under that certain Asset Purchase Agreement dated as of March 12, 2009 by and among MIVA, Inc., B&B Advertising, Inc., MIVA (UK) Limited, U.S. Acquisition Sub, Inc., Ajax Media Ltd., and Adknowledge, Inc. Assignee and Assignor agree to value Assignor's intellectual property as being worth 100 GBP, and in partial off-setting of debt, Assignor wishes to assign the Trademarks and Patents (as those terms are defined below) to the Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sells, transfers and sets over unto the Assignee its entire right, title and interest in and to all intellectual property used or held for use by Assignor in the Assignor's business of owning and operating a pay-per click network connecting advertisers and third party publishers in North America and Europe, including, without limitation:

(a) the trademarks and service marks set forth on Exhibit A attached hereto (collectively the "**Trademarks**"), together with the associated goodwill, and all registrations and applications to register any such Trademarks;

(b) the patents and patent applications listed on Exhibit B attached hereto (collectively the "**Patents**"), together with all corresponding domestic and/or foreign applications and patents which may be filed thereon, including the right to claim priority from such patents; and (c) all claims, demands and causes of action which relate to any use, infringement or misappropriation of any of the Trademarks or Patents transferred under this Assignment, including rights to all past damages and profits by reason of infringement or misappropriation that have occurred prior to the Effective Date of this Assignment and to sue for and collect the same by the Assignee for the use and benefit of the Assignee and its successors, assigns and legal representatives.

2.2 The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and, at the cost and expense of the Assignee, to perform any other reasonable acts the Assignee may require in order to vest all of the Assignor's rights, title, and interest in and to said Trademarks and Patents in the Assignee and/or to provide evidence to

support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

2.3 The Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, trademark or service mark registrations or copyright registrations, or to evidence, perfect or facilitate transfers or assignments thereof or of any other intellectual property assigned hereunder (or related to or derived from any intellectual property assigned hereunder), with the same legal force and effect as if executed by such Assignor. This appointment is coupled with an interest in and to the intellectual property assigned hereunder and any inventions, works of authorship, trademarks, service marks, trade secrets and other things to which such intellectual property may apply.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New York and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.


3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement. Facsimile or electronic signatures shall have the same force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor and the Assignee, have executed this Assignment below effective as of the Effective date.

ASSIGNOR:

AJAX MEDIA LTD.

By: 
Name: Scott W. Lynn
Title: Director

ASSIGNEE:

ADKNOWLEDGE, INC.

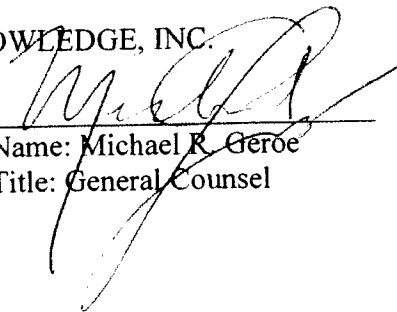
By: 
Name: Michael R. Geroe
Title: General Counsel

Exhibit A

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<u>U.S. Federal Trademark:</u>		
WORD MASTER	3,022,414	12/06/05
<u>European Community Trademarks:</u>		
WORD MASTER	3,270,691	11/19/04
ESPOTTING	2,388,346	07/30/03
ESPOTTING [Logo]	2,388,759	05/14/03
ESPOTTING.COM [Logo]	2395622	04/30/03

Exhibit B

Patents

Issued Patent:

- Canada: SEARCHING APPARATUS AND A METHOD OF SEARCHING, Patent No. 2,409,951, Date Issued: 12/5/06.

Patent Applications (filed in country/region noted):

- U.S.: SEARCHING APPARATUS AND A METHOD OF SEARCHING, Application No. 10/296,036. Application Date: 6/6/03.
- European Union: SEARCHING APPARATUS AND A METHOD OF SEARCHING, Application No. 2001EP – 0931940 / EP1292903. Application Date: 5/24/2001.
- Japan: SEARCHING APPARATUS AND A METHOD OF SEARCHING, Application No. 2001JP – 0587236 / JP2003/534599. Application Date: 5/24/2001.
- Patent Cooperation Treaty Filing: SEARCHING APPARATUS AND A METHOD OF SEARCHING, application no. PCT/GB01/02330 / WO 01/90917 A2. Application Date: 5/24/2001.