

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
Prepaid Media, LLC		03/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Institute for International Research, Inc.		
Street Address:	708 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3928294	PAYBEFORE	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-781-6013		
Email:	chicago.trademarks@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kate Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3714223-1		
NAME OF SUBMITTER:	Kate Starshak		
Signature:	/Kate Starshak/		
Date:	04/05/2011		

CH \$40.00 3928294

Total Attachments: 4

source=paybefore Trademark Assignment#page1.tif

source=paybefore Trademark Assignment#page2.tif

source=paybefore Trademark Assignment#page3.tif

source=paybefore Trademark Assignment#page4.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made effective as of March 1, 2011, by PREPAID MEDIA, LLC, a Delaware limited liability company ("Assignor"), to INSTITUTE FOR INTERNATIONAL RESEARCH, INC., a New York corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks of Assignor listed on Schedule A annexed hereto and incorporated herein by reference (the "Trademarks"). Pursuant to Section 2.6 of the Asset Purchase Agreement, Assignor has agreed to execute this Assignment of Trademarks; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of the Trademarks.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, the entire right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

PREPAID MEDIA, LLC

By: Anil D. Aggarwal
Anil D. Aggarwal, Member

State of _____)
County of _____) ss.:

On this _____ day of _____, 2011, before me, _____, personally appeared Anil Aggarwal, the duly authorized Member of PREPAID MEDIA, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

SEE ATTACHED

Notary Public

ACKNOWLEDGMENT

State of California
County of ALAMEDA)

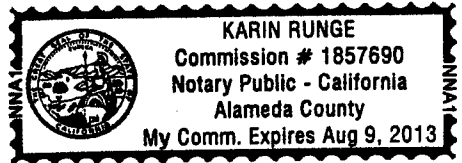
On MARCH 1, 2011 before me, KARIN RUNGE A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ANIL D. AGGARWAL PREPAID MEDIA, MEMBER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Schedule A

Trademarks

Paybefore

Paybefore.com

Paybefore.com (with circle/arrow)

Paybefore Awards

Paybefore Buyers Guide

Paybefore Legal

Paybefore Magazine

Paybefore News

Paybefore News International

Paybefore Update