

**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
Jeff Eastey Enterprises, Inc.		06/30/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Engage Technologies Corporation		
Street Address:	7041 Boone Avenue North		
City:	Brooklyn Park		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2775608	EASTEY	
CORRESPONDENCE DATA			
Fax Number:	(763)795-8867		
Phone:	763-398-1778		
Email:	astienessen@hinshawlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard J. Keller		
Address Line 1:	7041 Boone Avenue North		
Address Line 4:	Brooklyn Park, MINNESOTA 55428		
ATTORNEY DOCKET NUMBER:	0923242		
NAME OF SUBMITTER:	Aric Stienessen		
Signature:	/Aric Stienessen/		
Date:	12/06/2011		
Total Attachments: 1 source=Bill of Sale (Eastey)#page1.tif			

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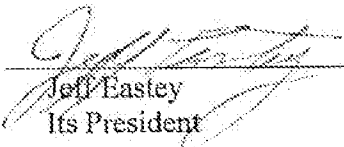
**TRADEMARK  
 REEL: 004673 FRAME: 0361**

## Bill of Sale

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jeff Eastey Enterprises, Inc., a Minnesota corporation (the "Seller"), hereby sells, assigns, and transfers to Engage Technologies Corporation, a Minnesota corporation (the "Buyer") and its successors and assigns forever, all of the assets of Seller including but not limited to, receivables, inventories, prepaid expenses, machinery, equipment, patents, trademarks, trade names, and other intangible assets, including without limitation, that certain Word Mark "Eastey" registered with the United States Patent and Trademark Office as Registration Number 2775608, but excluding cash, corporate record books and records necessary or appropriate for Seller to retain for tax purposes provided such records shall be made available to Buyer for review and copying (the "Assets").

The covenants, agreements, representations, warranties, indemnities, exceptions, and limitations applicable to the Assets provided for in that certain Asset Purchase Agreement dated June 9, 2011, by and among Seller, Buyer, and others are hereby incorporated herein by this reference as if herein set out in full.

**Jeff Eastey Enterprises, Inc.**

By   
Jeff Eastey  
Its President

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