

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
ePrize, LLC		08/20/2012	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	ePrize, Inc.		
Street Address:	One ePrize Drive		
City:	Pleasant Ridge		
State/Country:	MICHIGAN		
Postal Code:	48069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85337463	EPRIZE	
Serial Number:	76517024	EPRIZE	
Serial Number:	85435780	CELLIT	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203.325.5061		
Email:	kdonohue@fdh.com		
Correspondent Name:	Kathleen A. Donohue		
Address Line 1:	c/o Finn Dixon & Herling LLP		
Address Line 2:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1482.015		
		TRADEMARK	
900231619		REEL: 004846 FRAME: 0961	

OP \$90.00 85337463

NAME OF SUBMITTER:	Kathleen A. Donohue
Signature:	/s/ Kathleen A. Donohue
Date:	08/21/2012
Total Attachments: 7 source=ePrize - Trademark Assignment - Ownership (01493002)#page1.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page2.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page3.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page4.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page5.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page6.tif source=ePrize - Trademark Assignment - Ownership (01493002)#page7.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is entered into as of August 20, 2012, by and between ePRIZE, LLC, a Michigan limited liability company to be renamed Crackerjack, LLC, having offices at One ePrize Dr., Pleasant Ridge, MI 48069 ("Assignor") to and in favor of ePRIZE, INC., a Delaware corporation having offices at One ePrize Dr., Pleasant Ridge, MI 48069 ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee, Assignor and certain beneficial owners of Assignor (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Recitals:

A. In accordance with the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's rights in (i) the trademarks and trademark registrations and registration applications set forth on Exhibit A (the "Trademarks") and (ii) the domain names set forth on Exhibit B (the "Domain Names"), and Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks and the Domain Names, together with all goodwill associated with the Trademarks and the Domain Names.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks and the Domain Names, including the registrations and registration applications therefore and all common law rights and rights in foreign jurisdictions therein, together with all goodwill associated with the Trademarks and the Domain Names, including, but not limited to, any and all rights to register and to renew the Trademarks and the Domain Names, all rights to sue and recover for past, present and future damages and profits for infringement thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, execute and deliver any agreement, document, certificate or instrument, including any documents for transferring the registrations for said Domain Names as required by any domain name registrar, and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks and the Domain Names in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. The representations and warranties of Assignor applicable to the Trademarks and the Domain Names, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

6. This Assignment shall be binding upon the parties, their successors, administrators, and assigns.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other Law.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, or signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

9. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the last date below written.

ASSIGNOR:

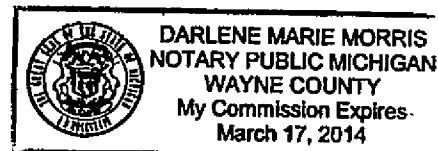
ePRIZE, LLC,
a Michigan limited liability company to be
renamed Crackerjack, LLC

By: *Matthew Wise*
Print Name: Matthew Wise
Its: Chief Executive Officer
Dated: 8/20/2012

STATE OF MICHIGAN)
COUNTY OF DAKOTA)^{ss}

On August 20, 2012, before me personally came Matthew Wise, to me known, who being sworn, did depose and say that he is the CEO of ePrize, LLC, the Michigan limited liability company described in and which executed the within TRADEMARK ASSIGNMENT, and that he signed his name in such capacity of said Michigan limited liability company.

Darlene Marie Morris
Notary Public, Wayne County
My commission expires: 3/17/14



ASSIGNMENT ACCEPTED:

ASSIGNEE:

ePRIZE, INC.,
a Delaware corporation

By: *Craig Sprinkle*
Print Name: Craig Sprinkle
Its: Chief Financial Officer
Dated: 8/20/2012

[Signature Page to Trademark Assignment]

Exhibit A

Trademarks

Mark	Jurisdiction	Application No. Filing Date	Registration No. Registration Date
EPRIZE	European Union	003418852 October 20, 2003	003418852 March 4, 2005
EPRIZE	United States	85/337,463 June 3, 2011	Pending
EPRIZE	Canada	1482064 May 21, 2010	TMA804626 August 17, 2011
	European Union	003417045 October 20, 2003	003417045 March 4, 2005
	United States	76/517,024 May 23, 2003	2,918,479 January 18, 2005
	Canada	1482065 May 21, 2010	TMA804627 August 17, 2011
CELLIT	United States	85/435,780 September 29, 2011	4,157,194 June 12, 2012

Exhibit B

Domain Names

ARTHURCHRISTMASSWEEPS.COM	MAKEITSNACKTASTIC.COM
ATHENAHEALTHGAME.COM	MATCHYOURCOMBO.COM
ATLCHECKIN.COM	MATCHYOURMELT.COM
ATTBAYAREALLOYALTY.COM	MATCHYOURSOUF.COM
ATTMALLGAMES.COM	MAXFRESHSWEEPS.COM
BANKSMARTWINSMART.COM	MEYOUBBQ.COM
BHNRACEDAYSWEEPS.COM	MOMMYGAMESWEEPS.COM
BIGTHRILLSCONTEST.COM	MONEYBALLERSWEEPS.COM
BIRTHDAYSMILESSWEEPSTAKES.COM	MONEYBALLSWEEPS.COM
BIRTHDAYSMILESWEEPSTAKES.COM	MOTHERSOFWORTH.COM
BLACKHISTORYSWEEPS.COM	MYADORABLEATHLETE.COM
BLUEMOONSWEEPS.COM	MYAPPISBETTER.COM
BOLAODADISH.COM	MYFREEXBOX360GAME.COM
CAFFEINENOW.COM	NAMETHEDUET.COM
CAFFEINETOGO.COM	NIVEANEWEYARSEVE.COM
CANADANOWCONTEST.COM	OBSESSEDWITHHBO.COM
CARHARTTSWEEPS.COM	ONEDAYGIRLSGETAWAY.COM
CELEBRATEOG.COM	ONEMILLIONREDBALLS.COM
CHILDRENSPLACESWEEPS.COM	ORECKSPRINGCLEANING.COM
CMAORBUST.COM	PANASONIC3DHOLIDAY.COM
COKEIDOLTGIFSWEEPS.COM	PANASONICEXPERIENCEAMAZING.COM
COKEZEROFOOTBALL.COM	PANASONICTENNIS.COM
COLOMBIANAONTEST.COM	PERFECTDAYGIVEAWAY.COM
COMFORTINNREUNION.COM	POSPLAYBIG.COM
COSMOPOLITANLASVEGASSWEEPSTAKES.COM	POSPOWERSWEEPS.COM
COUNTDOWNTOCAMPUS.COM	PROMOTIONCOMMOTION.NET
CRAFTSMANCOMIC.COM	PROMOTIONSUMMIT.COM
CRAVINGMOREHBOPOS.COM	RAYSGIFTAWAY.COM
CRAVINGMOREHBOVZPOS.COM	RAYSGIVEAWAYS.COM
CURETHEWANDERLUST.COM	RETAILAPPCARD.COM
DAILYDEALSSWEEPS.COM	RUNNINGLUVSYOU.COM
DEFENDERSPINTOWIN.COM	SALESCONTESTBUILDER.COM
DESIGNYOURDREAMGETAWAY.COM	SALTSWEEPSTAKES.COM
ENJOYSUMMERFUN.COM	SECRETAGENTRECALLSWEEPS.COM
EPRIZE.BIZ	SFMEMORIA.COM
EPRIZE.COM	SFSPRINGBREAKESCAPE.COM
EPRIZE.NET	SIXPRIZES1.COM
EPRIZEBLOG.COM	SIXPRIZES2.COM
EPRIZEBLOG.NET	SIXPRIZES3.COM
EPRIZECDN.NET	SIXPRIZES4.COM
EPRIZEFOUNDATION.COM	SIXPRIZES5.COM
EPRIZEFULFILLMENT.COM	SMURFSSWEEPS.COM
EPRIZEFULFILLMENT.NET	SNAPSCORESHARE.COM
EPRIZEFULFILLMENTRETURNS.COM	SUMMERCARGIVEAWAY.COM

EPRIZEINSIDER.COM
EPRIZEINSIDERS.COM
EPRIZEMAIL.COM
EPRIZEMAIL.NET
EPRIZEPROMOTIONS.COM
EPRIZEPROMOTIONS.NET
EPRIZERETURNS.COM
ESCAPETHEVOLTURI.COM
ESPNWINNERSCIRCLE.COM
ESPNWINNERSCIRCLE.NET
EVERYNUMBERTELLSASTORY.COM
FACEOFOPPORTUNITY.COM
FANCYFEASTSWEEPS.COM
FEEDYOUROBSESSIONSWEEPS.COM
FINGERPRINTSCN.COM
FMWCHECKIN.COM
FOUNDATIONFORWINNING.COM
FREEMSPONTSNOW.COM
FREEEXBOXGAMENOW.COM
FREEEXBOXGAMEOFFER.COM
FREEZUNEMUSICNOW.COM
FREEZUNEVIDEO.COM
FREEZUNEVIDEONOW.COM
FROMPARISWITHLOVESWEEPSTAKES.COM
FSIS2012.COM
GDOPENCHALLENGE.COM
GDOPENCONTEST.COM
GDUSOPENCHALLENGE.COM
GETCARRIEDAWAYSWEEPS.COM
GETONTHENIKEROSTER.COM
GREENMOUNTAINCOFFEEREWARDS.COM
HARRYPOTTERVACATION.CA
HBOGAMEISONPOS.COM
HBOLATINOSWEEPSTAKES.COM
HBOOBSESSION.COM
HBOSOGOODPOS.COM
HESSGASGIVEAWAY.COM
HITSSTARSHOLIDAYPOS.COM
HOMEDEPOTFORDTRUCKGIVEAWAY.COM
HOMEPAGESFORHOMEROOMS.COM
HONDAFSIS.COM
HOPESPRINGSSWEEPSTAKES.COM
HOWDOYOUKNOWCONTEST.COM
ICEEMUSIC.COM
ICOKECANADA.COM
JACKANDJILLMOVIESWEEPS.COM
JUSTGOWITHITSWEEPS.COM
KODUCUP.US

SWEEPEXPRESS.COM
SWEEPSXPRESS.COM
THEJEEPCELEBRATION.COM
THENIKEROSTER.COM
THESOCIALNETWORKSWEEPS.COM
THETOURISTSWEEPS.COM
TORYBURCHGETAWAY.COM
TOTHEPOWEROF.COM
TRAVELWELLNESSWEEPSTAKES.COM
TRAVELWELLSWEEPSTAKES.COM
TREMESWEEPS.COM
TRUECOLORSSWEEPS.COM
TRUECOLORSSWEEPSVV.COM
TRUECOLORSSWEEPSVZ.COM
TRUECOLORSWEEPSVV.COM
TRUECOLORSWEEPSVZ.COM
TWCRALEDAYSWEEPS.COM
TWOOTHERREASON.COM
TXTROPHYTOUR.COM
ULTIMATEDATENIGHTOUT.COM
UNIQUELYSMOOTH.COM
UNMILLIONDEBALLESDOUGE.COM
UPSETOFTHEMOMENT.COM
VALVOLINE4LIFE.COM
VIVIENDOALMAXIMOCONAARP.COM
VOGUESGOLDENGIVEAWAY.COM
VWLAFILMFEST.COM
WAGTRIVIA.COM
WALGREENSBRANDSAVEANDWIN.COM
WARMUPBECOOOL.COM
WENDYS PERFECTPAIR.COM
WHEREISTHELOVESWEEPSTAKES.COM
WINDOWSPHONEANDNETFLIX.COM
WINDOWSPHONEAPPCARD.COM
WINNINGWITHMARKS.COM
WINTHETHRONE.COM
WINTHETHRONESWEEPS.COM
WPADVOCACY4RSPS.COM
WPMUSTHAVEGAMES.COM
WPOFFICEOFFER.COM
XBOXGAMEOFFER.COM
YAHOO2012SWEEPS.COM
YAHOOGROWNUPSSWEEPS.COM
YAHOOGROWNUPSSWEEPSTAKES.COM
YAHOO PERFECTMORNING.COM
YAHOO SALT SWEEPSTAKES.COM
YAHOO THE BOUNTY HUNTERSWEEPS.COM
YAHOOVOTEFORTHEKARATEKID.COM

KONICAMINOLTALAX.COM LANCEBIGTOPSWEEPS.COM LEGENDARYGIVEAWAY.COM LENOVODOCAR.COM LINDTPERFECTMATCH.COM LIVEYOURDREAMFORADAY.COM	YOURNUMBERSTORY.COM YOURTRUECOLORSSWEEPS.COM HARRYPOTTERVACATION.CA HARRYPOTTERVACATION.COM LENOVOSWEEPSTAKES.COM
--	---