

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
	Jeff Eastey Enterprises, Inc.		11/19/2012
	Entity Type		
	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:	6125732005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-573-2512		
Email:	uspto@dbc.com		
Correspondent Name:	Dicke, Billig & Czaja		
Address Line 1:	100 South Fifth Street, Suite 2250		
Address Line 2:	Michael A. Bondi		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	E1361.619.101		
NAME OF SUBMITTER:	Michael A. Bondi		
Signature:	/Michael A. Bondi/		
Date:	11/26/2012		
Total Attachments: 1 source=EASTEY Assignment#page1.tif			

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on October __, 2012, by and between Jeff Eastey Enterprises, Inc. ("Assignor") and Engage Technologies Corporation ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of US Registration Number 2775608 for the mark EASTEY ("Mark"); and

Whereas, Assignor wishes to assign his rights in the Mark to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment. Assignor and Assignee are aware of the restrictions on assigning intent-to-use trademark applications and indicate that this assignment is permissible as Assignee is a successor to Assignor's business.
- 2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark does not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. **CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the respective dates set forth below.

JEFF EASTEY ENTERPRISES, INC:

ENGAGE TECHNOLOGIES CORPORATION

11/19/12
Date

William T. Hoagland
Signature

William T. Hoagland
Printed Name

Pres/CEO
Title

11.19.12
Date

Chal Carney
Signature

Chal Carney
Printed Name

VP, Marketing
Title