

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/19/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flypaper Studio, Inc.	FORMERLY Interactive Alchemy Inc.	01/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Flypaper Studio, Inc.
Street Address:	311 Elm Street
Internal Address:	Suite 200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77366917	FLYPAPER

CORRESPONDENCE DATA

Fax Number: 9015252389
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 9015761775
 Email: bbradley@glankler.com
 Correspondent Name: William Bradley
 Address Line 1: 6000 Poplar
 Address Line 2: Suite 400
 Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	William R. Bradley, Junior
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Signature:	/wrbjr/
Date:	01/21/2013
Total Attachments: 2 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is dated as of January 16, 2013, but effective *nunc pro tunc* as of August 19, 2011, and is made by FLYPAPER STUDIO, INC., a Delaware corporation formerly named Interactive Alchemy, Inc. ("*Assignor*"), to and in favor of FLYPAPER STUDIO, INC., a Delaware corporation formerly named TRI Merger Sub, Inc. ("*Assignee*").

R E C I T A L S:

A. Assignor has adopted and used, and is the registered owner, of the trademark registered in the official books and records of the United States Patent and Trademark Office and specified below (the "*Trademark*"):

<u>Trademark</u>	<u>Serial Number (Filing Date)</u>	<u>Registration Number (Registration Date)</u>
Flypaper	77366917 (Jan. 8, 2008)	3706002 (Nov. 3, 2009)

B. Assignor and Assignee are parties to an Asset Purchase Agreement dated as of June 13, 2011 (as amended, the "*Purchase Agreement*"), pursuant to which, among other things, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor's rights, title, and interests in and to the Trademark.

C. In satisfaction of Assignor's obligations under the Purchase Agreement, Assignee has requested Assignor to assign its rights, title, and interests in and to the Trademark as provided herein, and Assignor is willing to do the same.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, and interests in and to:

- (i) the Trademark and all registrations thereof;
- (ii) all derivations of the Trademark and all goodwill associated with the Trademark;
- (iii) all rights of enforcement and all claims for damages and the right to collect damages for all past and present infringement, unfair competition, or other conflicts relating to the Trademark; and
- (iv) all other rights, including common law rights, relating to the Trademark to the extent such rights exist.

FURTHERMORE, Assignor will, at Assignee's expense, (i) execute, acknowledge, and deliver such further instruments (including, without limitation, further instruments of


assignment) and (ii) take such further actions, in each case as Assignee may reasonably request to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademark.

This Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware without regard to any applicable principles of conflicts of laws. Capitalized words and phrases used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed on their behalf, in their corporate names, by their duly authorized officers, as of the effective date written above.

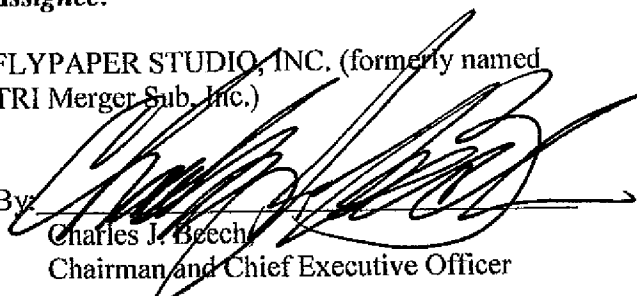
Assignor:

FLYPAPER STUDIO, INC. (formerly named
Interactive Alchemy, Inc.)

By: 
Donald C. Pierson III,
President

Assignee:

FLYPAPER STUDIO, INC. (formerly named
TRI Merger Sub, Inc.)

By: 
Charles J. Beech
Chairman and Chief Executive Officer