#### 900247785 02/23/2013

#### 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
WHZ, Inc.		02/08/2013	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Matomy Media Group, Ltd.	
Street Address:	6 Hanechoshet St.	
City:	Tel Aviv	
State/Country:	ISRAEL	
Postal Code:	69710	
Entity Type:	COMPANY: ISRAEL	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3211170	WHITEDELIVERY	
Registration Number:	3211168	WHITEDELIVERY	
Registration Number:	3211172	FILINET	
Registration Number:	3211167	FILINET	

#### **CORRESPONDENCE DATA**

**Fax Number**: 2127540330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 907-7300

Email: rsilverman@golenbock.com

Correspondent Name: Robin E. Silverman
Address Line 1: 437 Madison Avenue

Address Line 2: Golenbock Eiseman Assor Bell & Peskoe

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

TRADEMARK REEL: 004969 FRAME: 0121 DP \$115,00 3211170

900247785

Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	02/23/2013
Total Attachments: 5 source=Matomy Assignment#page1.tif source=Matomy Assignment#page2.tif source=Matomy Assignment#page3.tif source=Matomy Assignment#page4.tif source=Matomy Assignment#page5.tif	

AUTHENTICATION OF SIGNATURE OF PERSON SIGNING ON BEHALF OF A BODY CORPORATE OR IN THE NAME OF ANOTHER PERSON

אימות חתימתו של אדם בשם <u>תאגיד או בשם</u> אדם אחר

I, the undersigned, ASHER RABINOWITZ, Notary in Tel-Aviv, hereby certify that on February 11, 2013, the attached document (marked "A") was presented to me and signed by Mr. Sagi Niri, whose identity was proved to me by his Israeli Identity Card No. 028754109, which was issued by the Ministry of the Interior in Herzliya on 01.05.2007 and Mr. Ofer Israel Druker, whose identity was proved to me by his Israeli Identity Card No. 022191043, which was issued by the Ministry of the Interior in Tel Aviv North 25.08.1992, on behalf of Matomy Media Group Ltd. ("The Company") which authorizes and empowers Mr. Sagi Niri and Mr. Ofer Israel Druker to sign on behalf of the Company on the documents detailed therein. I certify that, in order to establish the right of Mr. Sagi Niri and Mr. Ofer Israel Druker to sign on behalf of the Company there has been produced to me a copy of a legal confirmation letter regarding the Resolution of the Board of the Directors of the Company dated August 12, 2012

אני, החתום מטח, אשר רבינוביץ, נוטריון בתל-אביב, מאשר בזה כי ב 11 פברואר, 2013 חוצג בפני חמסמך חמצורף וחמסומן באות ייאיי כשחוא חתום עייי שגיא נירי שזחותו חוכחה לי על פי תעודת זהות ישראלית מסי ,028754109 שניתנה מאת משרד הפנים חרצליה ביום 01.05.2007 ועופר ישראל דרוקר שזחותו חוכחה לי על פי תעודת זחות ישראלית מסי 022191043, שניתנח מאת משרד הפנים תייא - צפון ביום 25.08.1992 בשם חברת מטומי יו. קיי בעיימ (ייחחברהיי) חמסמיכח את מר שגיא נירי ומר ועופר ישראל דרוקר לחתום בשם החברה על המסמכים והחסכמים המפורטים בו, אני מאשר כי לחוכחת רשותם של מר שגיא נירי ומר ועופר ישראל דרוקר חנייל לחתום בשם חחברה חנייל, הוצגה בפני החלטת מועצת המנחלים של החברה הנייל מיום 24 אוגוסט, .2012

IN WITNESS WHEREOF I hereby authenticate the signature of the said Mr. Sagi Niri and Mr. Ofer Israel Druker respectively, by my own signature and seal this February 11, 2013

ולראיה הנני מאשר את התימתו של מר שגיא נירי ומר ועופר ישראל דרוקר, הנייל, בהתאמה, בחתימת ידי ובחותמי 11 פברואר, 2013

Certification Fee NIS (Original)

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שכר חאישור נה (מקור)

ASHER RABINOWITZ, Notary

TRADEMARK

REEL: 004969 FRAME: 0123

## TRADEMARK ASSIGNMENT

WZH, Inc. (f/k/a MediaWhiz Holdings, Inc., f/k/a Interactive Direct Marketing, Inc.) (the "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably assigns, transfers and conveys, effective as of January 1, 2013 (the "Effective Date"), free and clear of all liens, claims and encumbrances, unto Matomy Media Group, Ltd. ("Assignee") and its successors and assigns, all right, title and interest, whether now known or hereafter created, throughout the universe, in perpetuity, in and to all of the trademarks, service marks and trade names (along with any and all proprietary or other rights in any or all of such trademarks, service marks or trade names) held in the name of Assignor, owned by Assignor, and/or that were developed by or for Assignor, or used by or in connection with any business of Assignor, together with all goodwill symbolized by all such trademarks, service marks and trade names and/or attendant thereto (the "Trademarks"), together with any and all renewals and extensions thereof, along, in each case, to the full extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date. The Trademarks include, without limitation, those Trademarks as to which a trademark registration has been issued by, or an application for a trademark registration therefor has been filed with, the United States Patent and Trademark Office in the name of or on behalf of Assignor, including but not limited to those referred to on Schedule A annexed hereto.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may request to permit Assignee or any of its successors or assigns to record the assignment covered by this Assignment or any other documents, all as Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name(s), place(s) and stead(s) of Assignor, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

[signature pages follow]

1676482.2

IN WITNESS WHEREOF, Assignor have caused this Assignment to be duly executed as of February 7, 2013.

WZH, Inc. f/k/a MediaWhiz Holdings, Inc.

Bv:

Name: Revin Rowe Title: President

# ACKNOWLEDGEMENT

State of <u>Illinois</u>)
County of <u>Cook</u>) ss:

On the BH day of February, in the year 2013, before me, the undersigned, personally appeared Kevin Rowe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual

Notary Public

OFFICIAL SEAL
DONALD O WETTSTEIN
Notary Public - State of liknols
My Commission Expires Oct 24, 2016

[Signature Page to Trademark Assignment]

1676482.2



Matorny Media Group Ltd.

By:

Name:

Title:

SAGININE

Drike Oh

CFO

[Signature Page to Trademark Assignment]

1676482.2

### Schedule A

Serial Number	Reg. Number	Mark
78866839	3211170	WHITEDELIVERY
78866776	3211168	WHITEDELIVERY
78866864	3211172	FILINET
78866756	3211167	FILINET

1676482,2

TRADEMARK
REEL: 004969 FRAME: 0127

**RECORDED: 02/23/2013**