

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
Entertainment Media, Inc.		04/02/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Yappn Acquisition Sub, Inc.		
Street Address:	1001 Avenue of the Americas, 11th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85830530	YAPPN	
CORRESPONDENCE DATA			
Fax Number:	2129830772		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-986-1200		
Email:	wcox@gordonherlands.com		
Correspondent Name:	William H. Cox		
Address Line 1:	355 Lexington Avenue		
Address Line 2:	Gordon, Herlands, Randolph & Cox LLP		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	5043.01		
NAME OF SUBMITTER:	Peter J. Vranum		
Signature:	/peter j. vranum/		
Date:	04/03/2013		
Total Attachments: 1 source=yappn.assign.530#page1.tif			

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ASSIGNMENT

THIS ASSIGNMENT, between Entertainment Media, Inc. ("Assignor"), a Canadian corporation with an address at 30 West Beaver Creek Road, Suite 111, Richmond Hill, Ontario, Canada L4B3K1, and Yappn Acquisition Sub, Inc. ("Assignee"), a Delaware corporation with an address at 1001 Avenue of the Americas, 11<sup>th</sup> Floor, New York, New York 10018.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 85/830530 (the "Trademark Application") for YAPPN (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:


1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application, the goodwill of the business in connection with which the Trademark is used and that portion of the business of Assignor to which the Trademark pertains, together with the right to sue and recover for past infringements, dilution and violations thereof, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2d day of April, 2013.

ENTERTAINMENT MEDIA, INC.

YAPPN ACQUISITION SUB, INC.

By:   
name: DAVID LUCATCH  
title: CEO

By:   
name: DAVID LUCATCH  
title: CEO