

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
PROMOTIONS.COM LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
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:	85744375	TAG2WIN	
Registration Number:	4121303	LIKE2WIN	
Registration Number:	4121256	LIKE2WIN	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	201 S Main Street, Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	EPRINC-PROMO		
NAME OF SUBMITTER:	Brenda R. Yates		

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**TRADEMARK
 REEL: 005019 FRAME: 0428**

Signature:	/bry/
Date:	05/01/2013
Total Attachments: 5 source=int72D#page1.tif source=int72D#page2.tif source=int72D#page3.tif source=int72D#page4.tif source=int72D#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 30, 2013, by and between **PROMOTIONS.COM LLC**, a Delaware limited liability company to be renamed Thelro LLC, having offices at 401 W. St. Charles Road, Lombard, Illinois, 60148 and 18 W. 21st Street, 7th Floor, New York, New York, 10010 ("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 the trademarks set forth on Exhibit A (the "Trademarks") and Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.

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, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, 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 and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks 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, 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, 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:

PROMOTIONS.COM LLC,
a Delaware limited liability company to be
renamed Theiro LLC

By: _____
Print Name: _____
Its: _____
Dated: _____

STATE OF _____)
)ss
COUNTY OF _____)

On April __, 2013, before me personally came _____, to me known, who being sworn, did depose and say that he is the _____ of PROMOTIONS.COM LLC, the Delaware limited liability company described in and which executed the within TRADEMARK ASSIGNMENT, and that he signed his name in such capacity of said Delaware limited liability company.

Notary Public, _____ County
My commission expires:

ASSIGNMENT ACCEPTED:

ASSIGNEE:


ePRIZE, INC.,
a Delaware corporation

By: Matthew Wise
Print Name: MATTHEW WISE
Its: CEO
Dated: 4/29/2013

[Signature Page to Trademark Assignment]

Exhibit A

Trademarks

TRADEMARK	Date of Filing or Registration	Serial Number	Reg. Number
Tag2Win (standard character mark)	October 3, 2012	85744375	NA
 (stylized)	April 3, 2012	85383339	4121303
LIKE2WIN (standard character mark)	April 3, 2012	85381117	4121256