

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Q Interactive, Inc.	12/05/2006
RECEIVING PARTY DATA	
Name:	News America Marketing Interactive LLC
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5761648
Patent Number:	5855007
Application Number:	60416981
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	shirley.jean@weil.com, phyllis.depaola@weil.com
Correspondent Name:	Weil, Gotshal & Manges c/o Shirley Jean
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ATTORNEY DOCKET NUMBER:	65441.0004
NAME OF SUBMITTER:	Shirley Jean
Total Attachments: 4 source=nampat#page1.tif source=nampat#page2.tif source=nampat#page3.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("**Assignment**"), dated as of December 5, 2006 is made by **Q INTERACTIVE, INC.**, a corporation organized under the laws of the State of Delaware (the "**Company**").

**WHEREAS**, the Company and News America Marketing Interactive, L.L.C. ("**Purchaser**") are parties to an Asset Purchase Agreement dated as of December 5, 2006 (the "**Purchase Agreement**"), pursuant to which the Company has agreed to sell the Coupon Business as a going concern to Purchaser and Purchaser has agreed to purchase the Coupon Business from the Company;

**WHEREAS**, the Purchase Agreement requires that the parties hereto enter into this Assignment;

**WHEREAS**, the Company owns the entire right, title and interest in and to the Patents listed on **Schedule A** (the "**Assigned Patents**"); and

**WHEREAS**, Purchaser desires to acquire the entire right, title and interest in and to the Assigned Patents; and the Company is willing to assign such Assigned Patents to Purchaser.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein and the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Company does hereby sell, assign and transfer to Purchaser, its entire right, title and interest in the Assigned Patents, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement and misappropriation of the rights assigned under this Assignment.
2. The Company agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Purchaser its entire right, title and interest in and to the Assigned Patents.
3. The Company shall, and shall cause its employees and consultants who are inventors or prosecuting attorneys of the Assigned Patents to, assist Purchaser, at Purchaser's expense, in every proper way to secure and perfect Purchaser's rights in the Assigned Patents and the inventions described therein in any and all countries, including, without limitation (i) the disclosure and transfer to Purchaser of all pertinent information, data and documents with respect thereto, (ii) the prompt execution and delivery to Purchaser or its legal representative of all applications, specifications, affidavits, oaths, assignments, recordations, and all other

documents or instruments which are reasonably necessary in order to apply for, obtain, maintain, issue, defend, enforce and transfer such rights and in order to assign and convey to Purchaser the sole and exclusive rights, title and interest in and to such Assigned Patents and the inventions described therein and (iii) testify as to all pertinent facts and documents relating to the Assigned Patents in any interference, litigation or proceeding related thereto.

4. The Company hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment.
5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
6. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Company has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

Q INTERACTIVE, INC.

By: Matthew Wise  
Name: Matthew Wise  
Title: President

ATTESTATION OF WITNESS.

I, Kimberly A. Felix, whose full post office address is One N. Dearborn, Chicago IL 60602, was personally present and did see Matthew Wise, who is personally known to me, execute the above assignment.

Kimberly A. Felix

**Schedule A**

**ASSIGNED PATENTS**

1. United States Patent No. 5,761,648 (Interactive Marketing Network and Process Using Electronic Certificates")
2. United States Patent No. 5,855,007 (Electronic Coupon Communication System)
3. United States Patent Application No. 60/416,981 entitled Secure Promotions filed October 2, 2003