

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Robert F. Deeming</td><td>08/25/2008</td></tr><tr><td>Steven B. Johnson</td><td>09/08/2008</td></tr></tbody></table>	Name	Execution Date	Robert F. Deeming	08/25/2008	Steven B. Johnson	09/08/2008	
Name	Execution Date						
Robert F. Deeming	08/25/2008						
Steven B. Johnson	09/08/2008						
RECEIVING PARTY DATA							
Name:	Outside.In, Inc.						
Street Address:	20 Jay Street, #1019						
City:	Brooklyn						
State/Country:	NEW YORK						
Postal Code:	11201						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12207086</td></tr></tbody></table>	Property Type	Number	Application Number:	12207086			
Property Type	Number						
Application Number:	12207086						
CORRESPONDENCE DATA							
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ATTORNEY DOCKET NUMBER:	26600-14492						
NAME OF SUBMITTER:	Rajiv P. Patel						
Total Attachments: 2 source=14492_Assignment#page1.tif source=14492_Assignment#page2.tif							

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PATENT

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### ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **OUTSIDE.IN, INC.**, a Delaware corporation, having a place of business at 20 Jay Street, Suite 1019, Brooklyn, New York 11201, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **PROVIDING GEOCODED TARGETED WEB CONTENT** ("APPLICATION"), which:

☐ is to be filed herewith.

☒ was filed on Sept. 9, 2008, and now bears U.S. application serial number 12/207,086.

☐ The APPLICATION claims priority from [a provisional/foreign application], filed on \_\_\_\_\_, now bearing [Country] application serial number \_\_\_\_\_.

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

Title: Providing Geocoded Targeted Web Content  
Filed:  
Application No.:

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hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.


INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

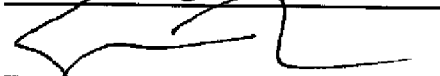
Name and Signature

  
ROBERT F. DEEMING

Date of Signature

 , 2008

Name and Signature

  
STEVEN B. JOHNSON

Date of Signature

 , 2008