

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| William John Brown | 10/29/2007 |
| RECEIVING PARTY DATA | |
| Name: | Reply!, Inc. |
| Street Address: | 12667 Alcosta Blvd. |
| Internal Address: | Suite 200 |
| City: | San Ramon |
| State/Country: | CALIFORNIA |
| Postal Code: | 94583 |
| PROPERTY NUMBERS Total: 5 | |
| Property Type | Number |
| Application Number: | 60958884 |
| Application Number: | 61021292 |
| Application Number: | 12061618 |
| Application Number: | 12061615 |
| Application Number: | 12061547 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)833-2001 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 6508332055 |
| Email: | timothy.lohse@dlapiper.com |
| Correspondent Name: | Timothy W. Lohse |
| Address Line 1: | 2000 University Avenue |
| Address Line 4: | East Palo Alto, CALIFORNIA 94303-2248 |
| ATTORNEY DOCKET NUMBER: | 353952-991000 |

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**PATENT
REEL: 023794 FRAME: 0945**

NAME OF SUBMITTER:

Timothy W. Lohse

Total Attachments: 3

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Exhibit C
PATENT ASSIGNMENT AGREEMENT

WHEREAS, the undersigned, **William John Brown**, having a principal place of business at 3053 Fillmore St #231 San Francisco, CA 94123 ("Assignor"), is the owner of the entire right, title and interest in the patent applications set forth on Exhibit A ("Assigned Patent Properties"); and

WHEREAS, Reply!, Inc., a California corporation having a principal place of business at 12667 Alcosta Blvd., Suite 200 San Ramon, CA 94583 ("Assignee"), is desirous of acquiring the Assigned Patent Properties and any rights in the Assigned Patent Properties pursuant to an purchase agreement executed between Assignee and Assignor as of the date hereof;

NOW, THEREFORE, for good and valuable consideration set forth in the purchase agreement between Assignee and Assignor and acknowledged by Assignor to have been received in full from Assignee:

1. Assignor does hereby sell, assign, transfer and convey unto Assignee, all of their right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries as set forth in Exhibit A, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee and agreed to by Assignor which agreement shall not be unreasonably withheld, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Assigned Patent Property; (c) for filing and prosecuting applications for reissuance of any of the Assigned Patent Property; (d) for interference or other priority proceedings involving the Assigned Patent Properties; and (e) for legal proceedings involving the Assigned Patent Property for infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to

Assignee.

ASSIGNOR:

Today's

Date: 10/29/07

By: 

William John Brown

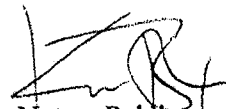
State of CALIFORNIA

County of SAN FRANCISCO

On 10/29/07 before me, KARAN BHATIA, Notary Public, personally appeared

WILLIAM JOHN BROWN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

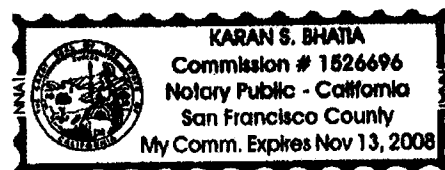


EXHIBIT A TO PATENT ASSIGNMENT AGREEMENT

“ASSIGNED PATENT PROPERTIES”

1. U.S. Provisional Patent Application filed on July 9, 2007 titled “System for Implementing an Open Auction Marketplace for Opt-In Consumer Leads”.
2. U.S. Provisional Patent Application filed on May 12, 2006 titled “System for Implementing and Open Auction Marketplace for Opt-In Consumer Leads”.