

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Patent Assignment Abstract of Title so it lists assignment on Reel 023449 Frame 0941 prior to the one previously recorded on Reel 023449 Frame 0975. Assignor(s) hereby confirms the Assignment from BRITESMART LLC to BRITESMART CORP.										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>BRITESMART LLC</td><td>08/18/2009</td></tr></table>		Name	Execution Date	BRITESMART LLC	08/18/2009						
Name	Execution Date										
BRITESMART LLC	08/18/2009										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>BRITESMART CORP.</td></tr><tr><td>Street Address:</td><td>2077 PALM ISLAND DRIVE</td></tr><tr><td>City:</td><td>BOCA RATON</td></tr><tr><td>State/Country:</td><td>FLORIDA</td></tr><tr><td>Postal Code:</td><td>33498</td></tr></table>		Name:	BRITESMART CORP.	Street Address:	2077 PALM ISLAND DRIVE	City:	BOCA RATON	State/Country:	FLORIDA	Postal Code:	33498
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Street Address:	2077 PALM ISLAND DRIVE										
City:	BOCA RATON										
State/Country:	FLORIDA										
Postal Code:	33498										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>7249104</td></tr></table>		Property Type	Number	Patent Number:	7249104						
Property Type	Number										
Patent Number:	7249104										
CORRESPONDENCE DATA											
Fax Number: (301)340-3022 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 7038671886											
Email: john.kasha@kashalaw.com											
Correspondent Name: John Kasha											
Address Line 1: 14532 Dufief Mill Rd.											
Address Line 4: North Potomac, MARYLAND 20878											
ATTORNEY DOCKET NUMBER:	BRT0001-US										
NAME OF SUBMITTER:	John R. Kasha										
Total Attachments: 4 source=assign3_023449-0975#page1.tif source=assign3_023449-0975#page2.tif											

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PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRITESMART LLC	08/18/2009
RECEIVING PARTY DATA	
Name:	BRITESMART Corp.
Street Address:	20077 Palm Island Drive
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33498
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11781716
Patent Number:	7249104
CORRESPONDENCE DATA	
Fax Number:	(607)256-3628
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5616742755
Email:	docket@bpmlegal.com
Correspondent Name:	BRITESMART CORP
Address Line 1:	20077 Palm Island Drive
Address Line 4:	Boca Raton, FLORIDA 33498
ATTORNEY DOCKET NUMBER:	AT2.1
NAME OF SUBMITTER:	Lynda Wood
Total Attachments: 3 source=00154179#page1.tif source=00154179#page2.tif source=00154179#page3.tif	

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Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 18 day of August, 2009 (the "Effective Date"), by and between BRITESMART LLC, ("Assignor"), a Delaware limited liability company, and BRITESMART Corp. ("Assignee"), a Delaware corporation (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States patents and patent applications as listed below collectively, the "Patents") and the inventions (the "Inventions") as described and/or claimed in the Patents;

Title	USPTO Patent Application or Parent Number	Inventor
Pay-Per-Click System and Method That Determine Whether A Requested Link To A Merchant Website Is Legitimate Or Fraudulent	7,249,104	Patrick Zuili
Method and system to detect invalid and fraudulent impressions and clicks in web-based advertisement systems	11/781,716	Patrick Zuili

NOW, THEREFORE, in consideration of the mutual covenants and agreements of BRITESMART Corp. and BRITESMART LLC, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents and Inventions, and all the rights and privileges under any letters patent that may be granted under any continuations, continuations-in-part, divisions, reissues, reexaminations, renewals, and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for any Patents in any country or countries and all extensions, renewals and reissues thereof.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and

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legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary or desirable for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, and consents to file this Agreement or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.
7. Assignor represents and warrants that, as of the date of execution of this Agreement, it is the owner of all rights, title, and interest in and to the Patents including the right to sell, assign, and transfer the Patents to Assignee.

BRITESMART Corp.

By: Serge Date: 8/18/2009

Name: Serge Atlan
Title: President & CEO

BRITESMART LLC

By: Serge Date: 8/18/2009

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Name: Serge Atlan
Title: Chief Executive Member

BRITESMART LLC

By: Date: 08/18/09

Name: Patrick Zuili

Title: Member



BRITESMART LLC

By: Date: 08/18/09

Name: Sophie Zuili

Title: Member



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RECORDED: 11/02/2009

PATENT
REEL: 023449 FRAME: 0978

RECORDED: 11/30/2010

PATENT
REEL: 025414 FRAME: 0349