PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Innovative Technology Distributors, LLC.	05/09/2011

RECEIVING PARTY DATA

Name:	Spinella IP Holdings, Inc.
Street Address:	26 Mayfield Avenue
City:	Edison
State/Country:	NEW JERSEY
Postal Code:	08837

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12463131
PCT Number:	US1033874

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Correspondent Name: Docket Administrator
Address Line 1: 65 Livingston Avenue
Address Line 2: Lowenstein Sandler PC

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 22506-35

NAME OF SUBMITTER: Daniel D. Sierchio

Total Attachments: 2

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> PATENT REEL: 027072 FRAME: 0363

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ASSIGNMENT

WHEREAS, Innovative Technology Distributors, LLC., a limited liability company having a place of business at 26 Mayfield Avenue, Edison, NJ 08837 ("ASSIGNOR") developed and/or have rights in the invention(s) ("TECHNOLOGY") disclosed in United States Non-Provisional Patent Application Serial No. 12/463,131, filed May 8, 2009, titled "Method and System for Synchronizing Delivery of Promotional Materials to Computing Devices" and PCT Patent Application No. PCT US2010/33874, filed May 6, 2010, titled "System and Method for Synchronizing Delivery of Promotional Material to Computing Devices" (collectively the "PATENTS");

AND WHEREAS Spinella IP Holdings, Inc., a corporation organized under the laws of the State of Delaware, having a place of business at 26 Mayfield Avenue, Edison, NJ 08837 ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to THE INVENTION(S) and in and to the PATENTS;

NOW, THEREFORE, in consideration of the sum of Ten Thousand (\$10,000.00) Dollars to ASSIGNOR in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE the ASSIGNOR'S entire right, title, and interest in and to the TECHNOLOGY and in and to the PATENTS, and all United States Letters Patents and foreign patents that may be granted thereon, including the subject matter of all claims which may be obtained therefrom, for ASSIGNEE's own use and enjoyment, and for the for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all rights, interests, claims and demands recoverable in law or equity that ASSIGNOR has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the TECHNOLOGY and/or the PATENTS with the right to sue for, and collect the same for the use and enjoyment of ASSIGNEE and for ASSIGNEE's successors, assigns, or other legal representatives;

In further view of the consideration, ASSIGNOR has sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE our entire right, title and interest in and to all United States and foreign patents and patent applications related or claiming priority to the PATENTS including, but not limited to, all divisions, continuations, continuations-in-part, design applications, reissues, substitutions, and extensions thereof, heretofore or hereafter filed;

In further view of the consideration, ASSIGNOR has sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE our entire right, title, and interest in and to all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents in any foreign countries (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for the TECHNOLOGY and the PATENTS, and all patents granted for the TECHNOLOGY and the PATENTS in any foreign countries; and

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on

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applications as aforesaid, to issue all patents for the TECHNOLOGY and the PATENTS in the name of ASSIGNEE or their successors in interest in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the ASSIGNOR has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 9th day of May, 2011.

Name: Linda Spinella Title: President

Innovative Technology Distributors, LLC.

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PATENT REEL: 027072 FRAME: 0365

RECORDED: 10/17/2011