

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
e-Miles, LLC		11/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	e-Miles, Inc.
Street Address:	5800 Tennyson Parkway, Suite 600
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3433211	MILES FOR YOUR TIME
Registration Number:	3729684	ADGATEWAY
Registration Number:	3578225	ENGAGEMENT REWARDS
Serial Number:	77969316	ENGAGEMENT IS OUR CURRENCY
Registration Number:	3578224	REWARDS FOR ENGAGEMENT
Serial Number:	77959790	ACQUIVATION
Serial Number:	77954036	ACQUIVATE
Serial Number:	77945132	ENCULTIVATE
Serial Number:	77944966	ENCULTIVA
Serial Number:	77877134	NCN
Serial Number:	77875148	ADCONFIRM
Serial Number:	77816167	PROSPECT DNA
Serial Number:	77969286	ADVANCE COPY CLUB
Serial Number:	77875084	CONNECTSURE

**TRADEMARK**

**900176409**

**REEL: 004421 FRAME: 0935**

**CH \$440.00 3433211**

Registration Number:	3862168	ATTENTION REWARDS
Registration Number:	3482519	YOUR TIME HAS NEVER BEEN MORE REWARDING
Registration Number:	2204246	E-MILES

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (216) 586-7024  
Email: dawnbrown@jonesday.com  
Correspondent Name: Dawn A. Brown/JONES DAY  
Address Line 1: 901 Lakeside Avenue  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	122225-605004
NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	11/29/2010

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is executed and delivered as of November 15, 2010, by and between e-Miles, Inc., a Delaware corporation ("Assignee"), and e-Miles, LLC, a Delaware limited liability company ("Assignor"), pursuant to the Asset Purchase Agreement, dated as of November 4, 2010, by and among e-Rewards, Inc., Assignee, Assignor and Harold M. Brierley (as modified, amended or supplemented, the "Asset Purchase Agreement").

WHEREAS, on the terms of the Asset Purchase Agreement, Seller agreed to sell, transfer, convey, assign and deliver to Purchaser all of Seller's right, title and interest in, to and under the Purchased Assets, including the Seller's Trademarks listed on Schedule A hereto and the goodwill associated therewith, free and clear of any Liens or Indebtedness other than Permitted Liens.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Assignment. On the terms set forth in the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all right, title and interest of Assignor in, to and under the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademarks, free and clear of any Liens or Indebtedness other than Permitted Liens.

Section 3. Further Actions. Assignor shall, without further consideration, execute and deliver such documents and take such other actions as may reasonably be requested by Assignee in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademarks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of

a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including without limitation, testifying as to any facts relating to the Trademarks and this Assignment; and (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

Section 4. No Use of Trademarks by Assignor. Assignor, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Trademarks or use, apply for, or register any variation of the Trademarks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Trademarks, for any purpose in the United States or in any foreign country.

Section 5. Change of Name by Assignor. Assignor covenants to promptly change its name to a name not similar or confusingly similar to that of the Assignee or Parent.

Section 6. Binding Effect; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective heirs, successors and permitted assigns. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their successors and assigns permitted by this Section 6 any right, remedy or claim under or by reason of this Assignment.

Section 7. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. In the event that any signature is delivered by facsimile transmission or as an attachment to electronic mail, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) such counterpart, with the same force and effect as if such facsimile or electronic signature were the original thereof.

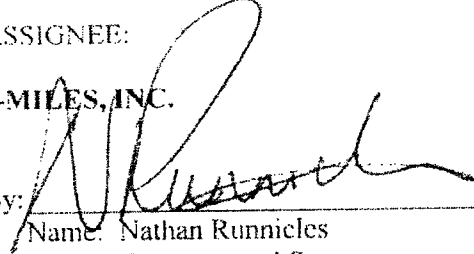
Section 8. Governing Law; Venue. This Assignment shall be construed, performed and enforced in accordance with the Laws of the State of Texas, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers or managers, as of the date first written above.

ASSIGNEE:

e-MILES, INC.

*KHR* By:   
Name: Nathan Runnicles  
Title: Treasurer and Secretary

ASSIGNOR:

e-MILES, LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers or managers, as of the date first written above.


ASSIGNEE:

e-MILES, INC.

By: \_\_\_\_\_  
Name: Nathan Runnicles  
Title: Treasurer and Secretary

ASSIGNOR:

e-MILES, LLC

By:  \_\_\_\_\_  
Name: Harold M. Brierty  
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE A**

<b>TRADEMARK</b>	<b>S/N or R/N</b>	<b>Filing or Reg. Date</b>	<b>Country</b>	<b>Owner/Assignor</b>
MILES FOR YOUR TIME	3433211	5/20/2008	US	e-Miles, LLC
ADGATEWAY	3729684	12/22/2009	US	e-Miles, LLC
ENGAGEMENT REWARDS	3578225	2/17/2009	US	e-Miles, LLC
ENGAGEMENT IS OUR CURRENCY	77969316	3/26/2010	US	e-Miles, LLC
REWARDS FOR ENGAGEMENT	3578224	2/17/2009	US	e-Miles, LLC
ACQUIVATION	77959790	3/16/2010	US	e-Miles, LLC
ACQUIVATE	77954036	3/9/2010	US	e-Miles, LLC
ENCULTIVATE	77945132	2/25/2010	US	e-Miles, LLC
ENCULTIVA	77944966	2/25/2010	US	e-Miles, LLC
NCN	77877134	11/20/2009	US	e-Miles, LLC
ADCONFIRM	77875148	11/18/2009	US	e-Miles, LLC
PROSPECT DNA	77816167	8/31/2009	US	e-Miles, LLC
ADVANCE COPY CLUB	77969286	3/26/2010	US	e-Miles, LLC
CONNECTSURE	77875084	11/18/2009	US	e-Miles, LLC
E-MILES	618686	3/18/1999	European Community	e-Miles, LLC
ATTENTION REWARDS	3862168	2/14/2006	US	e-Miles, LLC
ATTENTION REWARDS	5556154	11/22/2007	European Community	e-Miles, LLC
YOUR TIME HAS NEVER BEEN MORE REWARDING	3482519	8/5/2008	US	e-Miles, LLC
E-MILES	2204246	11/17/1998	US	e-Miles, LLC