

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
UDS Directory Corp.		11/19/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	80108 Media, Inc.
Street Address:	273 Summer Street
Internal Address:	4th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2364791	GO2
Registration Number:	2688692	GO2RESTAURANTS.COM
Registration Number:	2632123	SHOWING YOU THE WAY
Registration Number:	2473177	WHEREVER YOU ARE, WHATEVER YOU WANT, CLOSE BY
Registration Number:	2808897	GOTO.COM
Registration Number:	2879066	GO2MOVIES.COM
Registration Number:	2829971	GET IT ON THE GO
Registration Number:	3031345	THE MOBILE YELLOW PAGES IN THE PALM OF YOUR HAND
Registration Number:	3110520	MGUIDE
Serial Number:	77023364	GO2 GOLF
Serial Number:	78796645	GIVE ON THE GO
Serial Number:	78805196	VOTE ON THE GO
Serial Number:	78045448	GO2

CH \$415.00 2364791

Serial Number:	77252360	SPEEDPOLL
Serial Number:	76048317	GO 2
Serial Number:	75548658	GOTO

CORRESPONDENCE DATA

Fax Number: (617)904-1775
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-413-8005
Email: dweinstein@gtclawgroup.com
Correspondent Name: Donna Weinstein
Address Line 1: 400 Blue Hill Drive, Suite 2
Address Line 2: GTC Law Group LLP & Affiliates
Address Line 4: Westwood, MASSACHUSETTS 02090

NAME OF SUBMITTER:	Donna Weinstein
Signature:	/Donna Weinstein/
Date:	01/03/2008

Total Attachments: 5
source=8018assignment#page1.tif
source=8018assignment#page2.tif
source=8018assignment#page3.tif
source=8018assignment#page4.tif
source=8018assignment#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY dated November 19, 2007 is executed and delivered by UDS Directory Corp., a California corporation (the "Assignor"), to 80108 Media, Inc., a Delaware corporation (the "Assignee"), and shall be deemed to be effective as of the date hereof. All capitalized words and terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated October 23, 2007 by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor owns the trademarks, services marks and domain names listed on Schedule A attached hereto, which includes common law trademarks, pending applications for federal and foreign registration and federal, state and foreign registered trademarks (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor does hereby assign, transfer, convey and set over unto Assignee its entire right, title and interest in and to the Marks, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant to, associated with or symbolized by the Marks and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Marks; the right to prosecute applications for trademarks; all rights of Assignor corresponding to the Marks throughout the world; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Marks, and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. The Assignor hereby covenants and agrees that it will, at the request of the Assignee and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively assign and deliver to, and vest in, the Assignee, its successors and assigns, good title to the Marks hereby sold, transferred, conveyed, assigned and delivered.

3. This assignment has been executed and delivered by the Assignor in accordance with the Purchase Agreement.

4. The Assignor does hereby irrevocably constitute and appoint the Assignee, its successors and assigns, as its true and lawful attorney, with full power of substitution, in the Assignor's name, and on behalf of the Assignor, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or

intangible, comprising the Marks hereby assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instrument of satisfaction and release.

5. The Assignor, by its execution of this Assignment of Intellectual Property, and the Assignee, by its acceptance of this Assignment of Intellectual Property, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

6. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereto consent to and submit to the jurisdiction of the courts of the State of Delaware.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the date first written above.

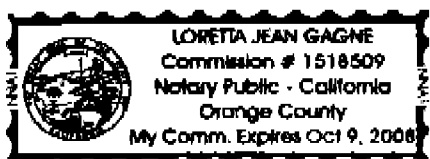
UDS DIRECTORY CORP.

By: [Signature]
Name:
Title:

State of California
County of Orange)

ss

On this 16 day of November, 2007, before me personally came STEVEN WEE, to me known, who being by me duly sworn, did depose and say that he resides at 11400 BAYVIEW, CALIFORNIA; that he is the CEO of UDS Directory Corp., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors thereof.



[Signature]
Notary Public

Schedule A**Trademarks, Service Marks and Domain Names****Domain Names:**

go2.com
 goto.com
 go2dining.com
 go2movies.com
 go2pets.com
 go2golf.com
 go2phonefun.com
 go2sports.com
 go2travel.com
 go2colleges.com
 go2wintersports.com
 go2extremesports.com
 o2officedepot.com
 go2ucla.com

Trademark Registrations	File Date	Serial Number	Reg. Number
GO2	34943	74/724,352	2364791
GO2RESTURANTS.COM	36670	78/009,803	2688692
SHOWING YOU THE WAY	36133	75/599,702	2632123
WHEREEVER YOU ARE, WHATEVER YOU WANT, CLOSE BY	36552	75/904,369	2473177
GOTO.COM	36042	75/548,665	2808897
GO2MOVIES.COM	36670	78/009,794	2879066
GET IT ON THE GO	37601	78/193,300	2829971
THE MOBILE YELLOW PAGES IN THE PALM OF YOUR HAND	37601	78/193,319	3031345
MGUIDE	38371	78/550,412	3110520
Pending Trademark Applications			
GO2 GOLF	39007	77/023,364	
GIVE ON THE GO	38739	78/796,645	
VOTE ON THE GO	38750	78/805,196	
GO2	36920	78/045,448	
SPEEDPOLL	39301	77/252,360	

**Trademark Applications-
Suspended/Abandoned**

LOGO OF GO2 (suspended)

36661 76/048,317

GOTO (suspended)

36042 75/548,658

BOST_267821.1

RECORDED: 01/03/2008

TRADEMARK
REEL: 003688 FRAME: 0517