

TO: CHARLES L. WARNER COMPANY: 1201 WEST PEACHTREE STREET, NW

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/26/2009**  
**900137323**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matchpoint Online, Inc.		04/30/2009	CORPORATION: Delaware
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Make Money Save Money, Inc.		
<b>Street Address:</b>	9860 Coleman Road		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30075		
<b>Entity Type:</b>	CORPORATION: Delaware		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3450506	MATCHPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-572-6800		
<b>Email:</b>	trademarks@pogolaw.com		
<b>Correspondent Name:</b>	Charles L. Warner		
<b>Address Line 1:</b>	1201 West Peachtree Street, NW		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3488		
<b>ATTORNEY DOCKET NUMBER:</b>	152061.0298728		
<b>NAME OF SUBMITTER:</b>	Charles L. Warner		
<b>Signature:</b>	/Charles L. Warner-kab/		
<b>Date:</b>	06/26/2009		

CH 3450506 \$40.00

TO: CHARLES L. WARNER COMPANY: 1201 WEST PEACHTREE STREET, NW

**Total Attachments: 4**

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TO: CHARLES L. WARNER COMPANY: 1201 WEST PEACHTREE STREET, NW

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 30<sup>th</sup> day of April, 2009, (the "Effective Date") by Matchpoint Online, Inc., a Delaware corporation ("Assignor"), and Make Money Save Money, Inc., a Delaware corporation ("Assignee").

### STATEMENT OF FACTS

Assignor is the owner of, has adopted and is using a certain trademark set forth in Exhibit A attached hereto and incorporated (collectively, the "Mark").

Assignors have obtained United States trademark registrations for the Mark, as noted in Exhibit A.

Assignor has filed a trademark application therefor in the United States Patent and Trademark Office for the Mark, as noted in Exhibit A.

Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the Mark, and all applications and registrations relating to the Mark, along with all goodwill and, for the Mark for which use in commerce has not commenced as of the Effective Date, the business pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment.

### ASSIGNMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor's entire worldwide right, title and interest in and to the Mark, (ii) together with all the goodwill of the business associated therewith and symbolized thereby, and (iii) any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office; and (iv) in any foreign countries with respect to the Mark, along with any priorities, rights or registrations resulting therefrom; and (v) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks.

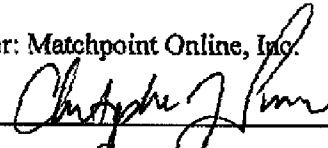
The undersigned represents and warrants that he/she has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms. The background recitals form a material part of this Assignment.

TO: CHARLES L. WARNER COMPANY: 1201 WEST PEACHTREE STREET, NW

Trademark Assignment

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**IN WITNESS WHEREOF**, the parties have, by their duly authorized officers, executed this Assignment under seal on the Effective Date.

Assignor: Matchpoint Online, Inc.  
By:  (seal)  
Title: VP + GC

Assignee: MakeMoneySaveMoney, Inc.  
By: \_\_\_\_\_ (seal)  
William G. Wade  
Title: CEO

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Trademark Assignment  
Page 2 of 3

**IN WITNESS WHEREOF**, the parties have, by their duly authorized officers, executed this Assignment under seal on the Effective Date.

Assignor: Matchpoint Online, Inc.

By: \_\_\_\_\_ (seal)

Title: \_\_\_\_\_

Assignee: ~~Make Money Save Money~~, Inc.

By:  \_\_\_\_\_ (seal)

William G. Wade

Title: CEO

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Exhibit A

Trademark

Serial Number	Reg. Number	Mark
1 77155810	3450506	MATCHPOINT - United States Trademark