

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
Midstream Media, Inc.		12/10/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDSTREAM MEDIA INTERNATIONAL, N.V.		
Street Address:	E-Commerce Park Unit 18-Q-1		
Internal Address:	E-Zone Vredenberg		
City:	Curacao		
State/Country:	NETHERLANDS ANTILLES		
Entity Type:	CORPORATION: NETHERLANDS ANTILLES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77121527	YOUPORN	
CORRESPONDENCE DATA			
Fax Number:	(650)213-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	MANATT, PHELPS & PHILLIPS, LLP		
Address Line 1:	1001 Page Mill Road, Building 2		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	29683.030 YOUPORN DESIGN		
DOMESTIC REPRESENTATIVE			
Name:	MANATT, PHELPS & PHILLIPS, LLP		
Address Line 1:	1001 Page Mill Road, Building 2		
Address Line 2:	ATTN: Trademark Department		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

CH \$40.00 77121527

NAME OF SUBMITTER:	Gail I. Nevius Abbas, Esq.
Signature:	/Gail I. Nevius Abbas/
Date:	03/18/2008
Total Attachments: 4 source=03.18.2008 - Midstream Media Assignment Docs#page1.tif source=03.18.2008 - Midstream Media Assignment Docs#page2.tif source=03.18.2008 - Midstream Media Assignment Docs#page3.tif source=03.18.2008 - Midstream Media Assignment Docs#page4.tif	

Sale of Assets Agreement

Midstream Media, Inc. ("Seller"), a Delaware corporation and Midstream Media International, N.V. ("Purchaser"), a Netherlands Antilles corporation, enter into this Sale of Assets Agreement ("Agreement") on December 10, 2007 ("Effective Date"). Seller and Purchaser are the only "parties" to this Agreement, each a "party."

RECITALS

WHEREAS, Seller is engaged in the business of owning and operating websites, including without limitation, "YouPorn.com," together with its branding programs and ancillary marketing campaigns with respect to services offered by it and third parties with respect to such website and brand name (collectively, the "Business");

WHEREAS, Purchaser desires to purchase and acquire and Seller desires to sell, convey, assign, and transfer to Purchaser all "Assets" (as defined below) associated with the Business and Purchaser is willing to assume, and Seller desires to assign and delegate to Purchaser, the "Liabilities" (as defined below) with respect to the Business, all in the manner and subject to the terms and conditions set forth herein;

WHEREAS, Seller's stockholders and board of directors have respectively approved the sale to Purchaser of the Assets for the consideration set forth herein; and

WHEREAS, Purchaser is willing to accept all Seller obligations associated with such Assets and to indemnify and hold harmless Seller's officers, directors, stockholders, employees, and agents from and against any and all Liabilities, past, present, and future, associated with the operation of the Business.

NOW, THEREFORE, the parties agree as follows:

1. Sale of Assets. Subject to the terms of this Agreement, Seller hereby sells, transfers, conveys, assigns, delivers and contributes to Purchaser, and Purchaser buys, acquires and accepts from Seller, free and clear of all claims of third parties ("Liens"), the following properties, assets and other claims, rights and interests of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, used to conduct the Business (collectively, the "Assets"):

(a) All existing agreements with third parties purchasing from or selling services to Seller ("Contracts");

(b) all tangible personal property used in the Business, if any;

(c) all "Intellectual Property" owned or used by Seller or to which Seller has rights of use in the Business (as described below);

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER: Midstream Media, Inc.

PURCHASER: Midstream Media
International, N.V.

Address: PO BOX 1065
PLACEMILE, GA
95667

Address: _____

Facsimile: 800 785-2279

Facsimile: 800 785-2279

By: [Signature]

By: [Signature]

Name: Steve Jones

Name: Steve Jones

Title: CFO

Title: CEO

EXHIBITS

- Schedule Power of Attorney
- Exhibit A URLs, Domain Names, Trademarks, Trade Names, Service Marks, Service Names
- Exhibit B Bill of Sale
- Exhibit C Patents, Copyrights
- Exhibit D Forms of Assignments
- Exhibit E Promissory Note

20193287.1

EXHIBIT A

URLs, Domain Names, Trademarks, Trade Names, Service Marks, Service Names

See attached List

20193332

20193332.1

**TRADEMARK
REEL: 003742 FRAME: 0675**

Youporn.com URL and website
Youporn trademarks, and all iterations thereof
Youporn service marks, and all iterations thereof
Youporngay.com URL and website
Youporncocks.com URL and website
Youporngay trademarks, and all iterations thereof
Youporngay service marks, and all iterations thereof
Youporncocks trademarks, and all iterations thereof
Youporncocks service marks, and all iterations thereof