

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|----------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Andrew Smith | | 08/22/2012 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | BUZZMEDIA | | |
| Street Address: | 6464 Sunset Boulevard | | |
| City: | Hollywood | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90028 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3267293 | XLR8R | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6509385200 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | (650) 988-8500 | | |
| Email: | trademarks@fenwick.com | | |
| Correspondent Name: | Stephen Garcia | | |
| Address Line 1: | 801 California Street | | |
| Address Line 2: | Silicon Valley Center | | |
| Address Line 4: | Mountain View, CALIFORNIA 94041 | | |
| ATTORNEY DOCKET NUMBER: | 24630-00070-1991 | | |
| NAME OF SUBMITTER: | Stephen Garcia | | |
| Signature: | /Stephen Garcia/ | | |

CH \$40.00 3267293

Date:

08/22/2012

Total Attachments: 3

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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of ~~August 22~~, 2012, by Andrew Smith, an individual, ("*Assignor*") having his principal business address at 1388 Haight Street, San Francisco, CA 94117 and BUZZMEDIA, a California corporation, ("*Assignee*") having its principal office at 6464 Sunset Boulevard, Hollywood, CA 90028.

WHEREAS, Assignor is the owner of the trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*"), and the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used in the conduct of the Assignor's business, including, without limitation, those trademarks, service marks, and trade names

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

I. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

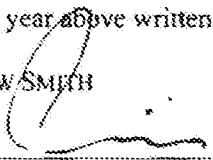
1. Miscellaneous. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

ANDREW SMITH

BUZZMEDIA

By:  _____

By:  _____

Name: Andrew Smith

Name: David Barry

Title: Individual

Title: GC, Secretary & EVP

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

SCHEDULE A

ASSIGNED TRADEMARKS

U.S. Trademarks

| Mark | Jurisdiction | App/Reg # | Status |
|-------------|---------------------|------------------|---------------|
| XLR8R | United States | 3,267,293 | |

Foreign Trademarks

| Mark | Jurisdiction | App/Reg # | Status |
|-------------|---------------------|------------------|---------------|
| | | | |

Common Law Marks

| |
|------------------------------|
| XLR8R |
| Accelerating Music & Culture |