

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
Insolvency Services Group, Inc.		01/31/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SpinMedia Group, Inc.
Street Address:	6464 Sunset Blvd.
Internal Address:	6th floor, Attn: Dale Strang
City:	Hollywood
State/Country:	CALIFORNIA
Postal Code:	90028
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	85243014	ABSOLUTE PUNK
Registration Number:	4027826	BRANDED SOCIAL PROGRAMMING
Registration Number:	3388374	BUZZNET
Registration Number:	3388375	BUZZNET
Registration Number:	3724829	CELEBUZZ
Registration Number:	3721335	CELEBUZZ
Registration Number:	3637282	EGOTASTIC
Registration Number:	4116591	EGOTASTIC
Registration Number:	3528811	FRISKY
Registration Number:	3528812	FRISKY
Registration Number:	4022787	
Registration Number:	3552550	IT HAPPENED LAST NIGHT
Registration Number:	3274291	MVIBE

OP \$965.00 85243014

Registration Number:	4025086	POP CULTURE AMPLIFIED
Registration Number:	3217405	PUREVOLUME
Registration Number:	4022789	SL SOCIALITE LIFE
Registration Number:	4022788	SOCIALITE LIFE
Serial Number:	85726310	SPIN
Registration Number:	1351650	SPIN
Registration Number:	1961393	SPIN
Registration Number:	3267760	SPINSIDER
Registration Number:	3376848	STEREOGUM
Registration Number:	3376846	STEREOGUM.COM
Registration Number:	3376847	STEREOGUM.COM
Registration Number:	3744600	THE SUPERFICIAL
Registration Number:	3744601	THE SUPERFICIAL
Registration Number:	1800105	VIBE
Registration Number:	3745439	VIBE
Registration Number:	2303664	VIBE
Registration Number:	2144655	VIBE
Serial Number:	85855304	VIBE NATURAL CURL THERAPY
Registration Number:	1819799	VIBE RECORDS
Serial Number:	85873740	VIBE VIXEN
Serial Number:	85874643	VIBE VIXEN
Registration Number:	3663561	VSESSIONS
Registration Number:	3834113	WHAT WOULD TYLER DURDEN DO?
Registration Number:	3834112	WWTDD
Serial Number:	86084542	XLR8R

CORRESPONDENCE DATA

Fax Number: 2123553333
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-813-8800
Email: NY-TM-Admin@goodwinprocter.com
Correspondent Name: GOODWIN PROCTER LLP/Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 087727229402

NAME OF SUBMITTER:

TRADEMARK
REEL: 005209 FRAME: 0377

	Janis Nici
Signature:	/janis nici/
Date:	02/05/2014
Total Attachments: 9 source=insolvency to spinmedia#page1.tif source=insolvency to spinmedia#page2.tif source=insolvency to spinmedia#page3.tif source=insolvency to spinmedia#page4.tif source=insolvency to spinmedia#page5.tif source=insolvency to spinmedia#page6.tif source=insolvency to spinmedia#page7.tif source=insolvency to spinmedia#page8.tif source=insolvency to spinmedia#page9.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31ST day of January 2014, by and between Insolvency Services Group, Inc., a corporation organized and existing under the laws of California, ("Assignor") and SpinMedia Group, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

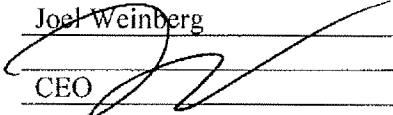
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: INSOLVENCY SERVICES GROUP, INC.

Name: Joel Weinberg
Signature: 
Title: CEO

ASSIGNEE: SPINMEDIA GROUP, INC.

Name: David Ingraham
Signature: _____
Title: Secretary

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005209 FRAME: 0380

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: INSOLVENCY SERVICES GROUP, INC.


Name: Joel Weinberg

Signature: _____

Title: CEO

ASSIGNEE: SPINMEDIA GROUP, INC.

Name: David Ingraham

Signature: 

Title: Secretary

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005209 FRAME: 0381

Exhibit A

Marks

Trademark	Country	Class	Application Filing Date	Application Number	Registration Date	Registration Number	Status
ABSOLUTE PUNK	United States	09; 35; 38; 41; 42	2/15/2011	85243014			Opposed
ALTER THE PRESS	United States						Proposed
BRANDED SOCIAL PROGRAMMING	United States	35	7/23/2010	85091971	9/20/2011	4027826	Registered
BUZZMEDIA	European Union	09; 41; 42; 45	4/15/2009	008217143	8/7/2012	008217143	Registered
BUZZNET	European Union	41; 45	8/20/2009	008501116	3/26/2013	008501116	Registered
BUZZNET	United States	41; 45	6/27/2007	77217018	2/26/2008	3388374	Registered
BUZZNET (and design)	United States	41; 45	6/27/2007	77217024	2/26/2008	3388375	Registered
BUZZNET (and Lightning Bolt design)	United States	41; 45					Proposed
BUZZNET.CO.KR (Domain Name)	South Korea	NA					Registered
BUZZNET.KR (Domain Name)	South Korea	NA					Registered
CELEBUZZ	European Union	38; 41; 45	8/25/2009	008508947	1/31/2010	008508947	Registered
CELEBUZZ	United States	38; 41; 45	3/16/2009	77691465	12/15/2009	3724829	Registered
CELEBUZZ (and design)	United States	38; 41	3/16/2009	77691467	12/8/2009	3721335	Registered
EGOTASTIC	Canada	CG; CS	3/28/2007	1341268	7/17/2008	TMA718774	Registered
EGOTASTIC	United States	09; 25; 41	5/23/2007	77188644	6/16/2009	3637282	Registered

Trademark	Country	Class	Application Filing Date	Application Number	Registration Date	Registration Number	Status
EGOTASTIC	United States	41	5/22/2007	77187404	3/27/2012	4116591	Registered
FRISKY	United States	38	11/12/2007	77327070	11/4/2008	3528811	Registered
FRISKY	United States	45	11/12/2007	77327097	11/4/2008	3528812	Registered
HEART Logo	United States	09; 35; 38; 41; 42	2/15/2011	85243021	9/6/2011	4022787	Registered
IT HAPPENED LAST NIGHT	United States	41	4/16/2007	77158007	12/30/2008	3552550	Registered
MVIBE	United States	09; 38; 41	5/18/2005	78632157	8/7/2007	3274291	Registered
POP CULTURE AMPLIFIED	United States	35; 41	9/10/2010	85127386	9/13/2011	4025086	Registered
PUNK NEWS	United States						Proposed
PUREVOLUME	United States						Proposed
PUREVOLUME	United States	41	2/1/2006	78804624	3/13/2007	3217405	Registered
PUREVOLUME.COM	Canada	CS	8/1/2006	1311379	1/25/2008	TMA705691	Registered
SL SOCIALITE LIFE (and design)	United States	38; 41	2/15/2011	85243029	9/6/2011	4022789	Registered
SOCIALITE LIFE	United States	38; 41	2/15/2011	85243023	9/6/2011	4022788	Registered
SOUNDS OF BUZZ	United States	09; 35; 38; 41; 42; 45					Proposed
SPIN	Australia	16	2/13/1995	652817	6/24/1998	652817	Registered

Trademark	Country	Class	Application Filing Date	Application Number	Registration Date	Registration Number	Status
SPIN	Australia	41	2/10/1995	652750	7/28/1998	652750	Registered
SPIN	Canada	CG	2/6/1989	0624841	3/12/1993	TMAA409294	Registered
SPIN	Canada	CG; CS	2/22/2013	1615267			Pending
SPIN	European Union	09; 35; 38; 41; 42	1/22/2013	011507671			Opposed
SPIN	Germany	16; 41	2/14/1995	395061954	10/13/1995	39506195	Registered
SPIN	United Kingdom	16	11/14/1988	1363474	8/29/1995	1363474	Registered
SPIN	United States	09; 35; 38; 41; 42	9/11/2012	85726310			Suspended
SPIN	United States	16	1/25/1985	73519332	7/30/1985	1351650	Registered
SPIN	United States	25	5/3/1994	74522895	3/12/1996	1961393	Registered
SPIN (and design)	European Union	09; 16; 38; 41	1/4/1996	000217927	2/2/1999	000217927	Registered
SPINMAGAZINE.COM.AU (Domain Name)	Australia						Proposed
SPINSIDER	United States	09; 41	9/20/2005	78716287	7/24/2007	3267760	Registered
STEREOGUM	United States	35; 41	6/7/2007	76677937	2/5/2008	3376848	Registered
STEREOGUM.COM	United States	35; 41	6/7/2007	76677935	2/5/2008	3376846	Registered
STEREOGUM.COM (and design)	United States	35; 41	6/7/2007	76677936	2/5/2008	3376847	Registered

Trademark	Country	Class	Application Filing Date	Application Number	Registration Date	Registration Number	Status
THE SUPERFICIAL	United States	38; 41	6/30/2009	77771448	2/2/2010	3744600	Registered
THE SUPERFICIAL (and design)	United States	38; 41	6/30/2009	77771453	2/2/2010	3744601	Registered
UNDER THE GUN	United States						Proposed
VIBE	Canada	CG	1/3/1996	0800992	4/10/2000	TMA526485	Registered
VIBE	Canada	CG	6/26/2007	1357303			Pending
VIBE	Canada	CG; CS	1/3/2003	1163727	3/16/2011	TMA793016	Registered
VIBE	European Union	09; 16; 41	4/1/1996	000086009	1/25/1999	000086009	Registered
VIBE	European Union	09; 41	4/8/2004	003754769	11/16/2006	003754769	Registered
VIBE	United Kingdom	09; 16; 41	4/8/2004	2360961	8/28/2009	2360961	Registered
VIBE	United States	16	8/6/1992	74301822	10/19/1993	1800105	Registered
VIBE	United States	41	5/9/2005	78625633	2/2/2010	3745439	Registered
VIBE	United States	42	5/18/1998	75486958	12/28/1999	2303664	Registered
VIBE (stylized)	Canada	CG; CS	12/22/2005	1284250			Pending
VIBE (stylized)	United States	16	4/1/1997	75267799	3/17/1998	2144655	Registered
VIBE NATURAL CURL THERAPY	United States	03	2/20/2013	85855304			Suspended

Trademark	Country	Class	Application Filing Date	Application Number	Registration Date	Registration Number	Status
VIBE RECORDS (and design)	United States	09	5/10/1993	74388005	2/8/1994	1819799	Registered
VIBE VIXEN	United States	03; 09; 42	3/12/2013	85873740			Suspended
VIBE VIXEN (stylized) (in color)	United States	03; 09; 42	3/13/2013	85874643			Suspended
VSESSIONS	United States	41	1/29/2009	77659401	8/4/2009	3663561	Registered
WHAT WOULD TYLER DURDEN DO?	United States	41	10/29/2009	77860899	8/17/2010	3834113	Registered
WWTTDD	United States	41	10/29/2009	77860895	8/17/2010	3834112	Registered
XLR8R	United States	09; 35; 38; 41; 42	10/7/2013	86084542			Pending