

07-08-2002

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TRADEMARK 102147127

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Yakira, LLC, a New Jersey limited liability company. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other (checked). Includes handwritten date 06/19/02.

2. Name and address of receiving party(ies): Name: Complex Media THC LLC. Address: 1 Martin Avenue, South River, NJ, 08882. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment (checked), Merger, Security Agreement, Change of Name, Other. Execution Date: May 24, 2002.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/068268, 78/068267. B. Trademark Registration No.(s) [blank].

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Julie L. Dalke. Address: 650 Town Center Drive, Suite 2000, Costa Mesa, CA 92626.

6. Total number of applications and registrations involved: 2. 7. Total fee (37 CFR 3.41): \$ 65.00. Enclosed (checked). 8. Deposit account number: [blank].

DO NOT USE THIS SPACE

9. Signature: Laura Nicholson, Name of Person Signing. Signature: [Handwritten Signature], Date: June 19, 2002.

Total number of pages including cover sheet, attachments, and document: [blank]

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

07/08/2002 TBIAZ1 00000238 78068268 01 FC:481 02 FC:482 40.00 DP 25.00 DP

TRADEMARK REEL: 002538 FRAME: 0277

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") dated this 24 day of May, 2002, is by and between Yakira, LLC, a New Jersey limited liability company, which has a principal place of business at 1 Martin Avenue, South River, New Jersey 08882 ("Assignor") and Complex Media THC LLC, a New Jersey limited liability company, which has a principal place of business at 1 Martin Avenue, South River, New Jersey 08882 ("Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademarks");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark applications listed in Schedule B, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Applications");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and the Applications and has not abandoned it;

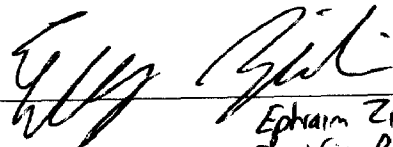
WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks and the Applications owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks and the Applications;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks and the Applications; together with the goodwill symbolized by said Trademarks and the Applications. Assignor represents and warrants that it is unaware of any claim by, or liability to, any third party relating to the Trademarks or Applications. Assignee specifically does not assume any liability of the Assignor relating to the Trademarks or Applications.

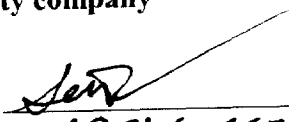
**Yakira, LLC, a New Jersey limited liability company**

DATED: May 24, 2002

By:   
Title: Ephraim Zinkin  
Sr. Vice President

**Complex Media THC LLC, a New Jersey limited liability company**

DATED: May 24, 2002

By:   
Title: PRESIDENT

**SCHEDULE A**

Trademarks

1. COMPLEX MAG
2. COMPLEX MEDIA

**SCHEDULE B**

Trademark Applications

<b>MARK</b>	<b>COUNTRY</b>	<b>CLASSES</b>	<b>APPL. NO.</b>	<b>FILING DATE</b>
COMPLEX MEDIA	Australia	9, 16, 25, 35 & 42	886670	August 22, 2001
COMPLEX MEDIA	Canada	9, 16, 25, 35 & 42	1113554	August 22, 2001
COMPLEX MEDIA	CTM	9, 16, 25, 35 & 42	2356558	August 28, 2001
COMPLEX MEDIA	Japan	9, 16, 25, 35 & 42	2001-76812	August 24, 2001
COMPLEX MAG	United States	9, 16, 25, 35 & 42	78/068268	June 8, 2001
COMPLEX MEDIA	United States	9, 16, 25, 35 & 42	78/068267	June 8, 2001