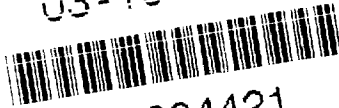


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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Launch Media, Inc.

3.4.03

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment and Transfer Agreement
- Merger
- Change of Name

Execution Date: 12/09/2002

2. Name and address of receiving party(ies)

Name: Jerry Bryant

Internal Address: JBTv

Street Address: 216 West Ohio

City: Chicago State: IL Zip: 60610

- Individual(s) citizenship Illinois
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,466,521  
1,903,081

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Margolis

Internal Address: Robinson Curley & Clayton, P.C

Street Address: 300 South Wacker Drive

Suite 1700

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

Refund Ref: 03/07/2003 DBYRNE 0000124912

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9. Signature.

CHECK Refund Total: \$15.00

Robert L. Margolis  
Name of Person Signing

Signature

02/19/2003  
Date

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

03/07/2003 DBYRNE 00000211 1466521

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

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

TRADEMARK  
REEL: 002686 FRAME: 0849

## ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is made and entered into as of this 9th day of December 2002 by and among Yahoo, Inc. ("Yahoo") and Jerry Bryant, an individual and Jerry Bryant TV, Inc., dba JBTv, and SuperSpots, (jointly and severally "Bryant").

### RECITALS

WHEREAS, Yahoo claims ownership in the names and marks "SUPERSPOTS" and "JBTv" and certain variations thereof, including certain related service marks, marks of origin, insignia, slogans, emblems, symbols and other identifying characteristics, whether or not registered in any jurisdiction, (the "JBTv Marks").

WHEREAS, Yahoo desires to assign and transfer to Bryant all of the rights, title and interest of Yahoo in the JBTv Marks.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Yahoo and Bryant agree as follows:

1. Assignment of Marks.

(a) Yahoo hereby grants and assigns to Bryant all of its rights, title and interest in and to (i) the JBTv Marks, (ii) all statutory, common law, equitable and civil law rights (whether arising under federal, state or foreign law) related to the JBTv Marks, (iii) all of the goodwill associated with the JBTv Marks, (iv) the right to sue for, and all rights of recovery with respect to, all past, present and future infringements of the JBTv Marks, and (v) except as otherwise stated herein, all other rights and privileges pertaining to or associated with the JBTv Marks (the rights described in clauses (i) through (v) above are collectively referred to herein as the "Assigned Rights");

(b) Bryant shall pay ten thousand dollars (\$10,000) that along with the executed License Agreement, shall be full consideration for the assignment from Yahoo for the JBTv Marks. Said payment shall be made by certified check and payable to "Yahoo! Inc." and shall be sent to: Yahoo! Inc. attn: Jeffrey Mickeal, 2700 Pennsylvania Ave., Santa Monica, CA 90404, on or before December 11, 2002. If said check is not timely sent, this Agreement is voidable ab initio by Yahoo.

2. Ownership of Marks.

Yahoo acknowledges, that, by virtue of the assignment made in Section 1, Bryant is the exclusive owner of the Assigned Rights. Yahoo agrees that it has no right, title or interest in or to any of the Assigned Rights from and after the date hereof.

3. Limitation of Liability.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR THE LICENSING AGREEMENT EXCEED THE DOLLAR AMOUNT PAID BY BRYANT TO YAHOO OR TEN THOUSAND DOLLARS (\$10,000), WHICHEVER IS LESS.

(c) THE LIMITATIONS STATED ABOVE SHALL APPLY WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. EACH OF THE LIMITATIONS OF LIABILITY IS INTENDED TO BE ENFORCEABLE REGARDLESS OF WHETHER ANY OTHER EXCLUSIVE OR NON-EXCLUSIVE REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

4. Choice of Law and Dispute Resolution. This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflicts of laws provisions. Any dispute arising out of or related to this Agreement shall be settled by binding arbitration in accordance with the then current Center for Public Resources/International Trademarks Association Rules for Non-Administered Arbitration of Trademarks Disputes by a sole arbitrator selected from the CPR/INTA Panel of Neutrals in accordance with its process as the first resource for possible arbitrators. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be Los Angeles, California, and the law of the state of California shall govern the arbitration without reference to its conflicts of laws provisions.

5. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and their assigns.

6. Confidentiality. The terms and conditions of this Agreement are confidential and may not be disclosed by either party or by any sublicensee to any third party other than their professional advisors who have expressly agreed to maintain this confidentiality obligation, or except as otherwise required by law.

7. General.

This Agreement shall be governed in all respects by the laws of the United States of America and the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. All notices or requests shall be in writing and shall be sent by facsimile, or recognized commercial overnight courier. Notices shall be deemed received upon receipt of written confirmation of transmission when sent by facsimile, or signing for receipt of delivery if sent by overnight courier. Notices shall be sent to the parties at the address set forth in the signature block, below. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Each of the parties represents and warrants that as of the date of this Agreement, it has the sole right and authority to execute this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall have the same effect as an original. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

Yahoo: Yahoo! Inc.

By:

*[Signature]*  
Print Name and Title: David Goldberg  
Fax: 30-526-4400  
Attention: "  
(for notices)

Bryant: Jerry Bryant

By:

*[Signature]*  
Print Name and Title: Jerry Bryant / Pres.  
Fax: 312-751-8891  
Attention: Jerry Bryant  
(for notices)