

1/18/05

01-25-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRAL

102924867

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Niche Media Holdings, LLC

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

Citizenship (see guidelines) United States

Execution Date(s) January 3, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Michigan Avenue Media, LLC

Internal

Address:

Street Address: 257 Park Avenue South, 5th Fl.

City: New York

State: New York

Country: USA Zip: 10010

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship United States

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/515900

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Filing Date: November 12, 2004

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

Name: Eric H. Melzer, Esq.

Internal Address: c/o Greenbaum, Rowe, Smith & Davis LLP

Street Address: 99 Wood Avenue South

City: Iselin

State: NJ Zip: 08830

Phone Number: 732-549-5600, Ext. 4895

Fax Number: 732-549-1881

Email Address: emelzer@greenbaumlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Eric H. Melzer
Signature

January 12, 2004

Date

Eric H. Melzer, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

01/24/2005 BYRNE 00000144 78515900

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Document recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003104 FRAME: 0942

ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT

WHEREAS, NICHE MEDIA HOLDINGS, LLC, a New York limited liability company having its principal place of business at 257 Park Avenue South, 5th Floor, New York, New York 10010 (the "Assignor"), has used and is the owner of the trademark MICHIGAN AVENUE™, United States Serial Number 78/515900, Filing Date: November 12, 2004 (the "Trademark"); and

WHEREAS, MICHIGAN AVENUE MEDIA, LLC a New York limited liability company having its principal place of business at 257 Park Avenue South, 5th Floor, New York, New York 10010 (the "Assignee"), is desirous of acquiring any and all rights that the Assignor may have in and to the Trademark and the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark are used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, and the registrations and the applications therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark are used and which is symbolized by the Trademark, along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to recover for damages and profits for past infringements thereof.

The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all the Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the 30th day of January, 2005

ASSIGNOR:

NICHE MEDIA HOLDINGS, LLC

By: 
Caryn Whitman, Member

ASSIGNEE:

MICHIGAN AVENUE MEDIA, LLC

By: 
Caryn Whitman, Member

ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT

WHEREAS, NICHE MEDIA HOLDINGS, LLC, a New York limited liability company having its principal place of business at 257 Park Avenue South, 5th Floor, New York, New York 10010 (the "Assignor"), has used and is the owner of the trademark MICHIGAN AVENUE™, United States Serial Number 78/515900, Filing Date: November 12, 2004 (the "Trademark"); and

WHEREAS, MICHIGAN AVENUE MEDIA, LLC a New York limited liability company having its principal place of business at 257 Park Avenue South, 5th Floor, New York, New York 10010 (the "Assignee"), is desirous of acquiring any and all rights that the Assignor may have in and to the Trademark and the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark are used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;


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The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all the Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the 3rd day of January, 2005

ASSIGNOR:

NICHE MEDIA HOLDINGS, LLC

By: 
Caryn Whitman, Member

ASSIGNEE:

MICHIGAN AVENUE MEDIA, LLC

By: 
Caryn Whitman, Member