

**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
Premier Retail Networks, Inc.		06/21/2005	CORPORATION:

RECEIVING PARTY DATA	
Name:	PRN Corporation
Street Address:	600 Harrison Street, 4th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2583339	IMPLI
Registration Number:	2560046	IMPLI
Registration Number:	2602419	PREMIER RETAIL NETWORKS
Registration Number:	2548148	IMPLI
Registration Number:	2534737	IMPLI
Registration Number:	2541220	THE MASS CHANNEL
Registration Number:	2550237	AISLES VS. MILES
Registration Number:	2572438	PRN
Registration Number:	2530055	DIGITAL DEPARTMENT

CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-576-0200
Email:	jah@townsend.com

CH \$240.00 2583339

Correspondent Name: John Hughes, Townsend & Townsend & Crew  
Address Line 1: Two Embarcadero Center, 8th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111-3834

NAME OF SUBMITTER:	John Hughes
Signature:	/jah/
Date:	06/22/2005
Total Attachments: 2 source=TM Assignment and Schedule A#page1.tif source=TM Assignment and Schedule A#page2.tif	

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow, but shall be effective, *nunc pro tunc*, as of January 20, 2000. The assignment made by this instrument is from Premier Retail Networks, Inc., a Delaware corporation, having offices at 600 Harrison Street 4th Floor, San Francisco, CA 94103 (hereinafter "Assignor"), to PRN Corporation, a Delaware corporation, having offices at 600 Harrison Street 4th Floor, San Francisco, CA 94103 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of marks (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - collectively, "the Marks"), and United States applications and registrations therefor, including but not limited to those listed in Schedule "A" hereto.

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.

Premier Retail Networks, Inc.  
ASSIGNOR

Dated: June 21, 2005

By: 

Art Songey  
Chief Financial Officer

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TRADEMARK  
REEL: 003108 FRAME: 0975

**"SCHEDULE A"**  
**TO ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**  
**FROM PREMIER RETAIL NETWORKS, INC.**  
**TO PRN CORPORATION**

**MARKS ASSIGNED**

<b>Reg. Number</b>	<b>Mark</b>
2583339	IMPLI
2580046	IMPLI
2602418	PREMIER RETAIL NETWORKS
2548146	IMPLI
2634737	IMPLI
2541220	THE MASS CHANNEL
2650237	AISLES VS. MILES
2572438	PRN
2630085	DIGITAL DEPARTMENT