

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CNET Networks, Inc.		05/02/2005	CORPORATION: DELAWARE
Metacritic, Inc.		05/02/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	CNET Networks, Inc.
Street Address:	235 Second Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105-3124
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2625905	METACRITIC
Registration Number:	2610339	METASCORE

CORRESPONDENCE DATA

Fax Number: (415)836-2501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	514765-1002
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NAME OF SUBMITTER:	Katherine A. Keating
Signature:	/katherine a. keating/
Date:	11/22/2005
Total Attachments: 2 source=metacritic to cnet#page1.tif source=metacritic to cnet#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made as of 02 May, 2005, by and between Metacritic, Inc., a Nevada corporation ("Assignor") and CNET Networks, Inc., a Delaware corporation ("Assignee").

WHEREAS, ASSIGNOR is the owner of the United States trademark registrations listed on Exhibit A (the "Marks"); and

WHEREAS, ASSIGNEE acquired substantially all of the assets of the ASSIGNOR on April 29, 2005; and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to the ASSIGNEE, all of its right, title, and interest in and to the Marks;

NOW, THEREFORE, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks, and (2) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR and Assignee have duly executed and delivered this Assignment, as of the day and year first above written.

Metacritic, Inc.



Teresa Derichsweiler, Secretary

CNET Networks, Inc.



Sharon Le Duy, Senior Vice President

Exhibit A

Trademark	Jurisdiction	Registration Number or Application Number	Registration Date & Registration No.
MC and Design	USA	76/059,191	ABANDONED
METASCORE	USA	2,610,339	08/20/2002
METACRITIC.COM	USA	2,640,363	10/22/2002
METACRITIC.NET	USA	2,817,729	02/24/2004
METACRITIC	USA	2,625,905	09/24/2002
M and Design	USA	2,813,999	02/10/2004
We Deal with Criticism	USA	2,605,994	08/06/2002