

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
Spectral Communications, Inc.		05/31/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MediaVast, Inc.		
Street Address:	49 West 27th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2174796	CELEB CENTRAL	
CORRESPONDENCE DATA			
Fax Number:	(212)686-8056		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 812-4128		
Email:	ilana.safer@mediavast.com		
Correspondent Name:	MediaVast, Inc., c/o Ilana Safer, Esq.		
Address Line 1:	49 West 27th Street		
Address Line 2:	6th Floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Stephen A. Mao, Esq.		
Signature:	/Stephen A. Mao/		
Date:	06/05/2006		

OP \$40.00 2174796

Total Attachments: 5

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BILL OF SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY
MediaVast, Inc./Spectral Communications, Inc.

This Bill of Sale and Assignment of Intellectual Property is executed and delivered as of May 31, 2006, by and between MediaVast, Inc. ("Buyer") and Spectral Communications, Inc. ("Corporate Seller").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 31, 2006, by and among Buyer, Corporate Seller, Michael Povar and David Tolley (the "APA"), Corporate Seller has agreed to sell, transfer, and assign the Transferred Assets set forth on Schedule 1 of the APA to Buyer (hereafter referred to as the "Transferred Assets of Corporate Seller" or "TACS");

WHEREAS, the TACS include, but are not limited to, the Intellectual Property (as defined in Section 1.4 of the APA, hereafter referred to as the "IP") and all of the goodwill associated therewith; and

WHEREAS, the parties now desire to carry out the intent and purpose of the APA by Corporate Seller's execution and delivery to Buyer of this Bill of Sale and Assignment of Intellectual Property;

NOW, THEREFORE, for and in consideration of the premises and the consideration provided in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Bill of Sale

1. Corporate Seller hereby conveys, grants, bargains, sells, transfers, sets over, delivers and assigns unto Buyer and its successors and assigns, forever, all of Corporate Seller's rights, title and interests in and to the TACS, all free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions, encumbrances, and equities whatsoever.

2. Corporate Seller shall execute, acknowledge, deliver and perform, and cause to be executed, acknowledged, delivered and performed, all such further acts, deeds, assignments, transfers, assumptions, conveyances, receipts, acknowledgments, acceptances and assurances and take all such further actions as may be reasonably necessary or otherwise reasonably required to procure for Buyer, or for aiding and assisting in collecting and reducing to possession, any and all of the TACS.

3. The assignments made hereunder are made in accordance with and subject to the representations, warranties, covenants, limitations and provisions in the APA.

B. Assignment of Intellectual Property

1. Corporate Seller hereby transfers, grants, conveys, assigns and relinquishes exclusively to Buyer all of Corporate Seller's rights, title, and interests worldwide in and to the IP, whether now known or hereafter to become known, in perpetuity (or the longest period permitted by law), including but not limited to the registrations and applications, if any, listed in Schedule 6 of the APA.

2. In the event Corporate Seller has any right in and to the TACS or IP that cannot be assigned to Buyer, Corporate Seller hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Buyer, its distributors and customers, whether now known or hereafter to become known and agrees, at the request of Buyer and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.



3. In the event Corporate Seller has any rights in and to the TACS or IP that cannot be assigned to Buyer and cannot be waived, Corporate Seller hereby grants to Buyer, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to use, reproduce, distribute, modify, publicly perform, publicly display and otherwise exploit in any manner whatsoever, with the right to sublicense and assign such rights.

4. Corporate Seller shall execute and deliver, from time to time after the date hereof upon the request of Buyer, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all the IP to Buyer, to the fullest extent possible. Corporate Seller agrees to: (a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the IP; (b) provide all reasonable assistance in connection with any proceeding affecting the rights, title, interests, or benefit of Buyer in and to the IP, including but not limited to Buyer's recording of an assignment of registered trademarks with the United States Patent and Trademark Office; and (c) perform any other acts deemed necessary to carry out the intent hereof.

5. In the event that Buyer is unable for any reason whatsoever to secure Corporate Seller's signature to any lawful and necessary document required to apply for or execute any application, registration or otherwise with respect to the IP (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Corporate Seller hereby irrevocably appoints Buyer, and its duly authorized officers and agents, as Corporate Seller's agents and attorneys-in-fact to execute and file such, and to do all other lawfully permitted acts to further the prosecution and issuance of such rights with the same legal force and effect as if executed by Corporate Seller.

6. In furtherance of this Bill of Sale and Assignment of Intellectual Property, Corporate Seller hereby acknowledges that, from this date forward, Buyer has succeeded to all of Corporate Seller's rights, title, and standing to: (a) receive all rights and benefits pertaining to the IP; (b) institute and prosecute all suits and proceedings and take all actions that the Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the IP; and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits, and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

C. General Provisions

1. This Bill of Sale and Assignment of Intellectual Property shall be binding upon Corporate Seller and Buyer and their respective heirs, executors, legal representatives, successors and assigns.

2. This Bill of Sale and Assignment of Intellectual Property shall be governed by, construed and enforced in accordance with the laws of the State of New York excluding its conflict of law principles.

3. This Bill of Sale and Assignment of Intellectual Property merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties hereto concerning the matters set forth herein other than the APA. This Bill of Sale and Assignment of Intellectual Property is in all respects subject to the provisions of the APA and is not intended in any way to supersede, limit or qualify any provision of the APA.



IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment of Intellectual Property to be executed by their authorized representatives as of the date first provided above.

MediaVast, Inc.

Spectral Communications, Inc.

By: Name:

By: Name:



**Stephen A. Mao, Esq.
Senior Vice President
General Counsel**

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment of Intellectual Property to be executed by their authorized representatives as of the date first provided above.

MediaVast, Inc.

By:

Name:

Spectral Communications, Inc.

By:

Name:

Michael P...
PRESIDENT

SCHEDULE 6
to
Asset Purchase Agreement
by and among
Spectral Communications, Inc., Michael Povar, David Tolley and MediaVast, Inc.

IDENTIFICATION OF CERTAIN INTELLECTUAL PROPERTY
AND
EXCEPTIONS TO THE REPRESENTATIONS AND WARRANTIES OF NO INFRINGEMENT
PROVIDED BY CORPORATE SELLER

A. The Following Items Comprise Some, But Not All, of the Intellectual Property being Transferred to Buyer by Corporate Seller:

1. Patents:
2. Patents pending:
3. Registered copyrights:
4. Copyright registrations pending:
5. Trade names: Spectral Communications, Celeb Central
6. Registered Trademarks: Celeb Central
7. Domain names registered and/or owned: CelebCentral.com
8. Patent, copyright or other IP licenses:

B. Listed Below Are Exceptions, If Any, to the Representations and Warranties of No Infringement Provided by Corporate Seller in Section 5.1(i) of this Agreement:

None.

5.24.2006

Handwritten signature and initials, possibly 'MP' and 'DJ'.