

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consumers Car Club, Inc.		07/12/2001	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Next Phase Media, Inc.		
<b>Also Known As:</b>	AKA Reply! Inc.		
<b>Street Address:</b>	1350 Treat Blvd., Suite 350		
<b>City:</b>	Walnut Creek		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94597		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2458695	CARCLUB.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4158362500		
<b>Email:</b>	tmdocket@dlapiper.com,eugene.pak@dlapiper.com		
<b>Correspondent Name:</b>	Eugene Pak c/o DLA Piper US LLP		
<b>Address Line 1:</b>	153 Townsend Street, Suite 800		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94107		
<b>ATTORNEY DOCKET NUMBER:</b>	353952-900110		
<b>NAME OF SUBMITTER:</b>	Eugene Pak		
<b>Signature:</b>	/Eugene Pak/		
<b>Date:</b>	11/14/2006		

CH \$40.00 2458695

Total Attachments: 1  
source=Assignment from Consumers Car to Next Phase#page1.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

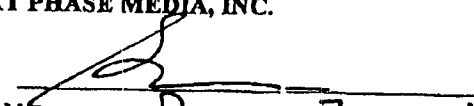
This Trademark Assignment Agreement (the "Assignment Agreement") is entered into by and between Next Phase Media, Inc., a California corporation ("Assignee"), on the one hand, and Consumers Car Club, Inc., a California corporation ("Assignor"), on the other hand.

1. Assigned Mark. The term "Assigned Mark" shall refer to the word service mark "carclub.com" Reg. No. 2,458,695 filed with the U.S. Patent and Trademark Office.

2. Assignment. Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Mark, and Assignee hereby accepts and assumes all of Assignor's right, title, interest and obligations in and to the Assigned Mark. These rights shall include, but shall not be limited to, all rights to use, copy, modify and exploit the Assigned Mark; the right to exclude others from using the Assigned Mark; the right to license, assign, convey, and pledge the Assigned Mark to others; the right to sue others and to collect damages for future infringements of the Assigned Mark; the right to create derivatives of the Assigned Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in the Assigned Mark.

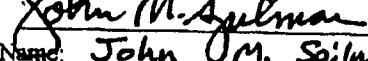
**ASSIGNEE:**

**NEXT PHASE MEDIA, INC.**

By:   
Print Name: Payam Zamani  
Its: CEO  
Dated: 7/12/01

**ASSIGNOR:**

**CONSUMERS CAR CLUB, INC.**

By:   
Print Name: John M. Spilman  
Its: Chief Legal Officer & Secretary  
Dated: July 12, 2001

09/30/03 TUE 17:16 [TX/RX NO 7080]