

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Dolphin Group, Inc.		12/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M2 Media Group, LLC		
Street Address:	1127 High Ridge Road		
Internal Address:	#335		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2649240	BLUE DOLPHIN FOR PEOPLE WHO LOVE MAGAZINES	
Registration Number:	2666176	BLUEDOLPHIN	
Registration Number:	2649241	BLUE DOLPHIN	
CORRESPONDENCE DATA			
Fax Number:	(973)836-0306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-949-9022		
Email:	fterranella@lawabel.com		
Correspondent Name:	Frank Terranella		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8003045		
NAME OF SUBMITTER:	Frank Terranella		

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Signature:	/ft/
Date:	01/02/2007
Total Attachments: 5 source=BLUE DOLPHIN#page1.tif source=BLUE DOLPHIN#page2.tif source=BLUE DOLPHIN#page3.tif source=BLUE DOLPHIN#page4.tif source=BLUE DOLPHIN#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of December 14, 2006 (the "Effective Date"), is made by and between Blue Dolphin Group, Inc., a Delaware corporation ("Assignor") and M2 Media Group, LLC, a Connecticut limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule 1, and all goodwill associated therewith and symbolized thereby (collectively, the "Schedule Trademarks");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, (i) the Schedule Trademarks and (ii) any other trademark owned by Assignor including the name "Blue Dolphin", "Magtracker" "discount magazine warehouse" and "magazine supermarket" and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "Trademark Rights"). Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration of the Trademark Rights; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in

connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Rights that Assignee reasonably may deem appropriate; and (4) in the implementation or perfection of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BLUE DOLPHIN GROUP, INC.

M2 MEDIA GROUP, LLC

By: [Signature]

By: _____

Name: George M. Caputo

Name: _____

Title: Vice President


Title: _____

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BLUE DOLPHIN GROUP, INC.

M2 MEDIA GROUP, LLC

By: _____

By:  _____

Name: _____

Name: MICHAEL BORCIETTA

Title: _____

Title: CEO

Schedule 1: Scheduled Trademarks

- 1) Pending Application for "Magazine Supermarket" trademark files with the United States Patent and Trademark office on or about March 29, 2004 (Serial No. 78/392322)
- 2) "BLUE DOLPHIN" trademark registration with the United States Patent and Trademark Office on November 12, 2002, filing date was on January 4, 2002 (Registration No. 2,649,241).
- 3) "BLUE DOLPHIN FOR PEOPLE WHO LOVE MAGAZINES & Design" trademark registered with the United States Patent and Trademark Office on November 12, 2002 (Registration No. 2,649,240), filing date was on January 4, 2002.
- 4) "BLUE DOLPHIN & Design" trademark registered with the United States Patent and Trademark Office on December 24, 2002 (Registration No. 2,666,176).