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
Ascend Media, LLC		12/29/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hanley-Wood, LLC
Street Address:	One Thomas Circle, NW
Internal Address:	Suite 600
City:	Washington, D.C.
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2708175	PRO AV

CH $40.00 2708175

CORRESPONDENCE DATA

Fax Number: (212)492-0239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.373.3239
Email: cmeredithgoujon@paulweiss.com, alee@paulweiss.com
Correspondent Name: Claudine Meredith-Goujon
Address Line 1: 1285 Ave. of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	15494-000
NAME OF SUBMITTER:	Claudine Meredith-Goujon
Signature:	/Claudine Meredith-Goujon/

Date:	04/05/2007

Total Attachments: 6
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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated December 29, 2006 (this "**Trademark Assignment**"), by and between HANLEY-WOOD, LLC, a Delaware limited liability company ("**Assignee**"), and ASCEND MEDIA, LLC, a Delaware limited liability company ("**Assignor**").

Each of Assignor and Assignee is hereinafter referred to as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "**Asset Purchase Agreement**").

Recitals

A. Assignor is the owner of the trademark "PRO AV" and U.S. Registration No. 2,708,175 therefor (hereinafter referred to as the "**Trademark**").

B. Assignor has agreed to sell, assign, transfer and deliver to Assignee all of its right, title and interest in and to the Trademark, including any and all goodwill associated therewith, on the terms and subject to the conditions set forth in the Asset Purchase Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademark. Based on the terms and subject to the conditions set forth in this Trademark Assignment and the Asset Purchase Agreement, Assignor does hereby sell, assign, transfer and deliver to Assignee and its successors, assigns and legal representatives or nominees, all of Assignor's right, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Trademark, including, without limitation, all benefits, privileges, causes of action, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and future infringement and to collect damages therefor, and (c) grant licenses or other interests to and in the Trademark. The foregoing includes, and Assignor does hereby assign, convey, transfer and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Trademark.

2. Further Assurances. Assignor agrees that upon request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or desirable to vest title to the Trademark in Assignee or in its successors, assigns and legal representatives or nominees. Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-of-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take all necessary actions to vest title and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied in this Trademark Assignment is intended to or shall confer upon any Person, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and all claims with respect thereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflicts of laws.

6. Amendments. No amendment or modification of this Trademark Assignment shall be effective unless it is set forth in writing and signed by each of the parties hereto.

7. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same original.

8. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

[Signature page follows]

TRADEMARK
REEL: 003516 FRAME: 0212

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

HANLEY-WOOD, LLC

By: _____
Name: Frank A. Anton
Title: Chief Executive Officer

ASSIGNOR:

ASCEND MEDIA, LLC

By: _____
Name: Cameron Bishop
Title: President and Chief Executive Officer

STATE OF MD)

: ss.:

COUNTY OF Montgomery)

On this 19th day of December, 2006 before me Christina L. Carrington, a Notary Public, personally appeared Frank A. Anton, personally known to me, or proved to ~~me~~ on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

HANLEY-WOOD, LLC

By: _____
Name: Frank A. Anton
Title: Chief Executive Officer

ASSIGNOR:

ASCEND MEDIA, LLC

By: _____
Name: Cameron Bishop
Title: President and Chief Executive Officer

TRADEMARK
REEL: 003516 FRAME: 0215

STATE OF Kansas)

: ss.:

COUNTY OF Johnson)

On this 15 day of December, 2006 before me Linda Elvin, a Notary Public, personally appeared Cameron Bishop personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda L Elvin

Notary Public

LINDA L. ELVIN
Notary Public - State of Kansas
My Appt. Expires 8/19/2010