

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
MJ LLC		03/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Integrity Multimedia Company LLC
Also Known As:	AKA f/k/a Integrity Magazine Company LLC
Street Address:	1101 West Lake Street
Internal Address:	2nd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78630328	FAME-O-METER
Serial Number:	78978031	FRESH INTELLIGENCE
Serial Number:	78628088	FRESH INTELLIGENCE
Serial Number:	78540108	RADAR ONLINE

CORRESPONDENCE DATA

Fax Number: (312)775-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312 775 8000
 Email: rdicerbo@mcandrews-ip.com
 Correspondent Name: Ronald A DiCerbo
 Address Line 1: 500 West Madison
 Address Line 2: 34th Floor
 Address Line 4: Chicago, ILLINOIS 60661

CH \$115.00 78630328

ATTORNEY DOCKET NUMBER:	33935;34170;34003;34004
NAME OF SUBMITTER:	Ronald A DiCerbo
Signature:	/Ronald A DiCerbo/
Date:	06/21/2007
Total Attachments: 6 source=Asset Purchase (March 15, 2006)#page1.tif source=Asset Purchase (March 15, 2006)#page2.tif source=Asset Purchase (March 15, 2006)#page3.tif source=Asset Purchase (March 15, 2006)#page4.tif source=Asset Purchase (April 10, 2006)#page1.tif source=Asset Purchase (April 10, 2006)#page2.tif	

ASSET PURCHASE AGREEMENT

between

MJ LLC

and

INTEGRITY MAGAZINE COMPANY LLC

Dated as of March 15, 2006

ASSET PURCHASE AGREEMENT, dated as of March 15, 2006 (this "Agreement"), between MJ LLC, a Delaware limited liability company ("Seller"), and Integrity Magazine Company LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Seller owns or has the right to use certain assets relating to the operation and publication of Radar Magazine (the "Magazine") and the Internet website known as "Radar Online" (the "Website") (collectively, the "Business"); and

WHEREAS, Purchaser desires to purchase certain of Seller's assets and rights and assume certain of Seller's liabilities, and Seller desires to sell such assets and rights and have Purchaser assume such liabilities, in each case only as specifically listed herein, relating to the Business, upon, subject to and in accordance with the terms, conditions and other provisions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and the respective representations and warranties contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. PURCHASE AND SALE OF THE ASSETS.

1.01 Assets. Upon, subject to and in accordance with the terms, conditions and other provisions of this Agreement, on the Closing Date (as defined in Section 2.01), Seller shall sell, convey, assign and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in and to all of the following assets of Seller used in the Business, all if, as and to the extent they shall exist and are owned, leased or held by Seller on the Closing Date (the assets described in this Section 1.01 collectively referred to herein as the "Assets"):

(a) the Website, the domain names relating to the Website (which are www.radarmagazine.com, www.radarmagazine.net, www.radaronline.com, www.radar-mag.com, and www.radar-mag.net (collectively, the "Domain Names")) and all trade names, trademarks and trademark applications owned by Seller and used in the Business;

(b) all of Seller's rights under that certain Sale of Domain Names and Trademark License Agreement, dated October 14, 2004 (the "Trademark License Agreement"), by and between Maer Roshan ("Roshan"), Radar Media LLC, and Seller;

Mar-15-06 11:26am From-27
Mar-15-06 11:30 From-SREPSKY AND FROELICH

#3125275921

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IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement
as of the date first above written.

INTEGRITY MAGAZINE COMPANY LLC

By: 

Name:
Title:

MI LLC

By: _____

Name: Thomas H. Peck
Title: Vice President and Chief Financial Officer


IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement
as of the date first above written.

YDJ MEDIA COMPANY LLC

By: _____

Name:
Title:

MJ LLC

By:  _____

Name: Thomas H. Peck
Title: Vice President and Chief Financial Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 10th 2006 (the "Assignment Agreement"), by and between MJLLC, a Delaware limited liability company ("Seller"), and Integrity Multimedia Company, LLC (f/k/a Integrity Magazine Company LLC), a Delaware limited liability company ("Buyer").

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement dated as of March 15, 2006 (the "Agreement");

WHEREAS, it is the parties' intention to reflect the assumption by Buyer of the Assumed Liabilities, as defined in the Agreement, by the execution and delivery of this Assignment Agreement between Seller and Buyer;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Capitalized terms used and not otherwise defined in this Assignment Agreement shall have the meanings ascribed to them in the Agreement.
2. Subject to the provisions of the Agreement (including without limitation Section 6.05 thereof), Seller hereby assigns to Buyer and Buyer hereby assumes and agrees to discharge and perform all Assumed Liabilities on the terms and conditions set forth in the Agreement. Notwithstanding anything to the contrary herein, or in any other writing delivered in connection herewith, Buyer will not assume, discharge or perform any Excluded Liabilities.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first above written.

BUYER:

**Integrity Multimedia Company, LLC
(f/k/a Integrity Magazine Company LLC):**

By [Signature]
Print Name: Yusef D. Jackson
As its _____

SELLER:

MJ LLC

By [Signature]
Print Name: Thomas H. Peck
As Its: Vice President and Chief Financial Officer

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