

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTERCOMPANY ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eUniverse, Inc.		03/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Infobeat, LLC
Street Address:	c/o Fox Interactive Media
Internal Address:	407 N. Maple Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2719013	FITNESSHEAVEN
Registration Number:	2387655	GAMER' S ALLIANCE
Registration Number:	2376314	PLAY4PRIZES
Registration Number:	2381429	FUNONE.COM
Registration Number:	2514767	JUST SAY WOW!
Registration Number:	2514768	FUNPAGELAND.COM
Registration Number:	2539744	DUSTCLOUD.COM
Registration Number:	2539745	JUSTPIGS.COM
Registration Number:	2517077	FLOWGO
Registration Number:	2529710	FUNSTUN
Registration Number:	2517204	SEND4FUN
Registration Number:	2748129	CONTAGIOUS ENTERTAINMENT
Registration Number:	2610317	FUNBUG.COM

OP \$515.00 2719013

Registration Number:	2618666	FUNBUG
Registration Number:	2679015	
Registration Number:	2692319	INTELLIGENTX
Registration Number:	2638332	INTELLIGENT X
Registration Number:	2167251	CLOSING BELL
Registration Number:	2362637	INFOBEAT
Registration Number:	2578576	QUICK INSPIRATIONS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042280-0026
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/11/2007

Total Attachments: 9
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INTERCOMPANY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTERCOMPANY ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of March 31, 2004 (the "**Effective Date**"), is made and entered into by and between eUniverse, Inc., a Delaware corporation ("**EUNI**"), and Infobeat, LLC, a Delaware limited liability company and wholly owned subsidiary of EUNI ("**Infobeat**"). Capitalized terms not otherwise defined herein have the meanings set forth in Article 2.

WHEREAS, EUNI, through its Flowgo Network division, operates a network of Internet content and community websites (the "**Network Business**"); and

WHEREAS, EUNI desires to transfer and assign to Infobeat, and Infobeat desires to acquire from EUNI, all of the assets of EUNI exclusively relating to the operation of the Network Business, and in connection therewith, Infobeat has agreed to assume all of the liabilities of EUNI exclusively relating to the Network Business, all on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

ASSIGNMENT OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Assignment of Assets. On the terms and subject to the conditions set forth in this Agreement, EUNI hereby irrevocably transfers, conveys, assigns and delivers to Infobeat, and Infobeat hereby accepts the foregoing transfer, all of EUNI's right, title and interest in, to and under the assets of EUNI used or held for use in connection with the Network Business, as the same shall exist on the Effective Date, as more particularly set forth on Schedule 1.1 hereto (the "**Assets**").

1.2 Assumption of Liabilities. In connection with the transfer, conveyance, assignment and delivery of the Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, on the Effective Date, Infobeat will assume and agree to pay, perform and discharge when due the obligations of EUNI arising in connection with the operation of the Network Business, as the same shall exist on the Effective Date, as more particularly set forth on Schedule 1.2 hereto (the "**Assumed Liabilities**");

1.3 Retained Liabilities. Except for the Assumed Liabilities, Infobeat shall not assume by virtue of this Agreement or the transactions contemplated hereby, and shall have no liability for, any Liabilities of EUNI of any kind, character or description whatsoever (the "**Retained Liabilities**"). EUNI shall discharge in a timely manner or shall make adequate provision for all of the Retained Liabilities.

1.4 Further Assurances. At any time or from time to time after the Effective Date, at Infobeat's request and without further consideration, EUNI shall execute and deliver to

Infobeat such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Infobeat may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Infobeat, and to confirm Infobeat's title to, all of the Assets, and, to the full extent permitted by Law, to put Infobeat in actual possession and operating control of the Network Business and the Assets and to assist Infobeat in exercising all rights with respect thereto, and otherwise to cause EUNI to fulfill its obligations under this Agreement.

ARTICLE 2 DEFINITIONS

"Assets and Properties" means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased, including without limitation cash, cash equivalents, investment assets, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

"Books and Records" means all files, documents, instruments, papers, books and records relating to the business, operations, condition of (financial or other), results of operations and Assets and Properties, including without limitation financial statements, tax returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, Contracts, Licenses, customer lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans.

"Contract" means any agreement, lease, license, evidence of Indebtedness, mortgage, indenture, security agreement or other contract (whether written or oral).

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Indebtedness" means all obligations (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under capital leases and (v) in the nature of guarantees of the obligations described in clauses (i) through (iv).

"Intellectual Property" means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, processes, formulae, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and

technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

“**Law**” means any law, statute, rule, regulation, ordinance or other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

“**Liabilities**” means all Indebtedness, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

“**Licenses**” means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

“**Person**” means any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

ARTICLE 3 MISCELLANEOUS

3.1 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

3.2 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

3.3 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

3.4 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

3.5 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

3.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such

illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.


3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in California, without giving effect to the conflicts of laws principles thereof.

3.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

EUNIVERSE, INC.

By: 
Name: Christopher Lipp
Title: Senior Vice President, Secretary &
General Counsel

INFOBEAT, LLC

By: eUniverse, Inc.
Its Sole Member

By: 
Name: Christopher Lipp
Title: Senior Vice President, Secretary &
General Counsel

Schedule 1.1

Network Assets

as of March 31, 2004

(a) Accounts Receivable. All trade accounts receivable and all notes, bonds and other evidences of Indebtedness of and rights to receive payments arising out of sales occurring in the conduct of the Network Business;

(b) Tangible Personal Property. All furniture, fixtures, equipment, machinery and other tangible personal property used or held for use in the conduct of the Network Business;

(c) Business Contracts. All Contracts to which EUNI is a party and which are utilized in the conduct of the Network Business;

(d) Intangible Personal Property. All Intellectual Property used or held for use in the conduct of the Network Business (including EUNI's goodwill therein) and all rights, privileges, claims, causes of action and options relating or pertaining to the Network Business or the Assets, including, without limitation, the items of Intellectual Property set forth on the attached schedule;

(e) Licenses. All Licenses (including applications therefor) utilized in the conduct of the Network Business;

(f) Books and Records. All Books and Records used or held for use in the conduct of the Network Business or otherwise relating to the Assets, other than the minute books, stock transfer books and corporate seal of EUNI; and

(g) Other Assets and Properties. All other Assets and Properties of EUNI used or held for use in connection with the Network Business.

Intangible Personal Property – Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
FITNESSHEAVEN	United States	Registered	2002/06/07	76/418,770	2003/05/27	2,719,013
GAMER'S ALLIANCE	United States	Registered	1999/09/01	75/791,421	2000/09/19	2,387,655
PLAY4PRIZES	United States	Registered	1999/10/05	75/816,157	2000/08/08	2,376,314
FUNONE.COM	United States	Registered	1999/10/13	75/821,629	2000/08/29	2,381,429
JUST SAY WOW!	United States	Registered	2000/08/21	76/114,842	2001/12/04	2,514,767
FUNPAGELAND.COM	United States	Registered	2000/08/21	76/114,874	2001/12/04	2,514,768
DUSTCLOUD.COM	United States	Registered	2000/08/21	76/114,872	2002/02/19	2,539,744
JUSTPIGS.COM	United States	Registered	2000/08/21	76/114,873	2002/02/19	2,539,745
FLOWGO	United States	Registered	2000/11/21	76/169,439	2001/12/11	2,517,077
FUNSTUN	United States	Registered	2001/02/09	76/208,005	2002/01/15	2,529,710
SEND4FUN	United States	Registered	2001/02/09	76/208,000	2001/12/11	2,517,204
CONTAGIOUS ENTERTAINMENT	United States	Registered	2001/05/24	76/262,274	2003/08/05	2,748,129
FUNBUG.COM	United States	Registered	2000/02/23	75/945,156	2002/08/20	2,610,317
FUNBUG	United States	Registered	2000/02/23	75/945,161	2002/09/10	2,618,666
DESIGN ONLY (BUG)	United States	Registered	2000/08/29	78/023,550	2003/01/21	2,679,015
INTELLIGENTX	United States	Registered	2001/07/26	76/290,644	2003/03/04	2,692,319
INTELLIGENTX	United States	Registered	2000/09/18	76/130,066	2002/10/22	2,638,332
CLOSING BELL	United States	Registered	1997/03/12	75/256,262	1998/06/23	2,167,251
INFOBEAT	United States	Registered	1997/06/30	75/316,495	2000/06/27	2,362,637
QUICK INSPIRATIONS	United States	Registered	2001/09/20	76/315,406	2002/06/11	2,578,576

Intangible Personal Property – Internet Domain Names

BIGFATBABY.COM	FUNONE.COM	MYLEAGUE.COM
BLESSTHEDAY.COM	FUNPAGELAND.COM	NETLAUGHTER.COM
BOTTLEJOCKEY.COM	FUNSCREENBLAST.COM	PBJDANCE.COM
CASTLEMOUNTAINS.COM	FUNSTUN.COM	PEANUTBUTTERDANCE.COM
COLORGENICS.COM	FUNTOWN.COM	PERFECTGREETINGS.COM
COMEDDY.COM	GAMECITY.NET	PIGKISS.COM
COOLQUIZ.COM	GAMERIVAL.COM	POLITICALTOONS.COM
COOLQUIZ.NET	GAMERSBLAST.COM	POWERFULQUOTES.COM
CRAZYMATES.COM	GEARHUNTER.COM	QUICKINSPIRATIONS.COM
CUTESTUF.COM	GOSSIPFLASH.COM	RATEDTOONS.COM
DANGFUN.COM	GOTLAUGHS.COM	SEEIFHEREFIRST.COM
DATEHARRY.COM	GRAB.COM	SELFNETWORK.COM
DEBSFUNPAGES.COM	HALFANORANGE.COM	SEND4FUN.COM
DIETINGPLANS.COM	HALFAPEACH.COM	SIRSEARCH.COM
EUNICREATIVE.COM	HEALTHYLAUGHTER.COM	SLEEPERDISC.COM
EUNIGAMES.COM	HUMORBLAST.COM	SMILE2DAY.COM
EUNIVERSEADS.COM	INCREDIFIND.COM	SMILEPOP.COM
EXPAGE.COM	INFOBEAT.COM	SOYOUWANNA.COM
FASTFUNPAGES.COM	INTELLIGENTX.COM	SPIRITBOOST.COM
FITNESSHEAVEN.COM	ISHAAH.COM	SPIRITBOOST.NET
FLOWGO.COM	JUSTSAYWOW.COM	THUNDERDOWNLOADS.COM
FLOWGOFAMILY.COM	KEENVALUE.COM	WEBSPIRATIONS.NET
FLOWGOKIDS.COM	KICKOSAMA.COM	WHOOHOO.NET
FORYOURFRIENDS.COM	LAFFBLAST.COM	WILLIAMHUNG.NET
FUN-TOWN.COM	LEGALRELIEFSERVICE.COM	WOTCH.COM
FUNBUG.COM	LOLFUN.COM	YOURBABYPHOTOS.COM
FUN-CLUB.COM	MADBLAST.COM	YOURBIGFUN.COM
FUNFORWARDS.COM	MYDAILYHOLIDAY.COM	YOURBIGVOTE.COM
FUNKLIX.COM	MYFUNSTART.COM	YOURPETPHOTOS.COM
FUNNYGREETINGS.COM	MYKINDAGAMES.COM	

Schedule 1.2

Network Liabilities

as of March 31, 2004

(a) Accounts Payable. All obligations of the Network Business with respect to accounts payable arising in the ordinary course of business on or before the Effective Date, including all obligations of EUNI for refunds for goods and services to the extent such goods or services are subject to refund privileges;

(b) Obligations under Contracts and Licenses. All obligations of EUNI under the Business Contracts and Business Licenses arising and to be performed on or after the Effective Date, and excluding any such obligations arising or to be performed prior to the Effective Date;

(c) Accrued Expenses. All obligations of EUNI with respect to accrued expenses incurred in the ordinary course of business on or after the Effective Date; and

(d) Other Liabilities and Obligations. All other Liabilities and obligations of EUNI accrued, incurred or arising and to be performed on or after the Effective Date in connection with the Network Business.