

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
MediaBay.com, Inc.	FORMERLY Mediabay, Inc. (Florida Corporation); Audio Book Club, Inc. (Florida Corporation)	09/10/2007	CORPORATION: DELAWARE
Mediabay, Inc.		09/10/2007	CORPORATION: FLORIDA
Audio Book Club, Inc.		09/10/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Cascades Ventures, Inc.
Street Address:	500 Skokie Boulevard
Internal Address:	Suite 350
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76644569	SOUNDSGOOD
Serial Number:	76644570	SOUNDSGOOD.COM
Serial Number:	76644571	

CORRESPONDENCE DATA

Fax Number: (312)274-0760
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312 274 0487
 Email: jfranczyk@hebf.com
 Correspondent Name: John A. Franczyk
 Address Line 1: 430 West Erie Sr.
 Address Line 2: Ste 500
 Address Line 4: Chicago, ILLINOIS 60610

TRADEMARK

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NAME OF SUBMITTER:	John A. Franczyk
Signature:	/john a franczyk/
Date:	10/23/2007
Total Attachments: 4 source=MediaBay Assignment#page1.tif source=MediaBay Assignment#page2.tif source=MediaBay Assignment#page3.tif source=MediaBay Assignment#page4.tif	

BILL OF SALE AND ASSIGNMENT

Bill of Sale and Assignment, made by MediaBay, Inc., a Florida corporation ("MediaBay"), MediaBay.com, Inc. and Audio Book Club, Inc. (collectively with MediaBay and MediaBay.com, Inc., the "Sellers") in favor of Cascade Ventures, Inc. (the "Purchaser").

WHEREAS, on September 5, 2007, the Sellers conducted a public auction (the "Auction") and sold certain of their assets; and

WHEREAS, the Purchaser's bid of \$50,000 was the highest bid at the Auction for the following property and assets owned by the Sellers to wit: the Sellers' digital media business (the "Digital Business"), including (i) the Soundsgood digital delivery platform, (ii) all of the Seller's rights, if any, under agreements to which any of the Sellers are parties relating to the Digital Business, including the Sellers' agreements with publishing companies or other companies providing content and distribution agreements, (iii) the Sellers' trademarks and service marks with respect to the Digital Business, including the mark "Soundsgood," (iv) the Sellers' copyrights with respect to the Digital Business, if any, (vii) the Sellers' trade names with respect to the Digital Business, (v) all of the Sellers' intellectual property with respect to the Digital Business, (vi) the Sellers' files and records (hard copies or electronic files) with respect to the Digital Business, including contract files, customer lists and marketing data or materials, if any, (vii) the Sellers' websites with respect to the Digital Business, including all the Soundsgood websites, (viii) the Sellers' domain names with respect to the Digital Business, (ix) the Sellers' URLs with respect to the Digital Business, (x) the Sellers' art and designs, if any, including those relating to audio book titles, (xi) all of the Sellers' audio files with respect to the Digital Business, including the Sellers' digital masters, but excluding those covered by a license from Random House Audio Publishing ("RH"), which shall only be transferred if the Purchaser delivers the written consent of RH to such transfer to the Sellers on or before September 28, 2007) and (xii) any software relating to the Digital Business; but specifically excluded from the purchased assets all digital media and related digital masters, intellectual property, contracts, mailing lists, domain names, websites and URLs relating solely to Radio Classics, including radioclassics.com; (collectively, the "Purchased Assets"); and

WHEREAS, in accordance with the foregoing, the Sellers are executing and delivering this Bill of Sale and Assignment to the Purchaser for the purpose of transferring to and vesting in the Purchaser all of the properties and assets comprising the Purchased Assets.

NOW, THEREFORE, in consideration of the covenants in the Agreement contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the Sellers hereby sells, conveys, transfers and assigns to, and vests in, the Purchaser, all of their right, title and interest in and to, all of the properties and assets comprising the Purchased Assets. The Sellers' represent and warrant to the Purchaser that: (i) they own the Purchased Assets, (ii) the Purchased Assets are being sold to the Purchaser free and clear of any liens and encumbrances and (iii) to the best of their knowledge the sale of the Purchased Assets to the Purchaser does not violate any agreements entered into by them; except for the foregoing representations and warranties, the Purchased Assets are being sold to

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the Purchaser in "as-is" condition, without recourse and without any other representations or warranties of any nature whatsoever.

The Sellers at any time and from time to time, following the execution hereof and continuing until September 30, 2007, shall execute and deliver all such further instruments or documents and take all such further actions as may be reasonably requested by the Purchaser to transfer, assign and vest in the Purchaser, and to give Purchaser possession of, the Purchased Assets. In this regard, to the extent that any additional documents need to be prepared, they will be prepared by the Purchaser at its sole cost and expense.

TO HAVE AND TO HOLD all of the Purchased Assets unto the Purchaser, its successors and assigns, forever.

IN WITNESS WHEREOF, each of the Sellers have caused this Bill of Sale and Assignment to be executed on its behalf by its duly authorized officer this 10 day of September 2007.

MEDIABAY, INC.

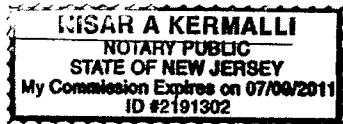
By: Robert Toro
Name: ROBERT TORO
Title: CFO

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss.:

On the 10 day of September in the year 2007 before me personally came Robert Toro to me known, who, being by me duly sworn, did depose and say he is the CFO of MediaBay, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Nisar A Kermalli
Notary Public

My commission expires:



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MEDIABAY.COM, INC.

By: Robert Toro
Name: ROBERT TORO
Title: CFO

STATE OF NEW JERSEY)
): ss.:
COUNTY OF MORRIS)

On the 10 day of September in the year 2007 before me personally came Robert Toro to me known, who, being by me duly sworn, did depose and say he is the CFO of Mediabay.com Inc. the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Nisar A Kermalli
Notary Public

My commission expires:

NISAR A KERALLI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires on 07/09/2011
ID #2191302

AUDIOBOOKCLUB, INC.

By: Robert Toro
Name: ROBERT TORO
Title: CEO

STATE OF NEW JERSEY)
): ss.:
COUNTY OF MORRIS)

On the 10 day of September in the year 2007 before me personally came Robert Toro to me known, who, being by me duly sworn, did depose and say he is the CEO of AudiobookClub the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Nisar A Kermalli
Notary Public

My commission expires:

NISAR A KERMALLI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires on 07/09/2011
ID #2191302

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