# 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
Intermix Media, Inc.		11/02/2007	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Alena, LLC	
Street Address:	21015 Cactus Cliff	
City:	San Antonio	
State/Country:	TEXAS	
Postal Code:	78258	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3065351	ALENA
Serial Number:	78361120	CARBMANAGER
Serial Number:	78674647	CORE CONTROL
Serial Number:	78686902	FIRST IMPRESSIONS
Serial Number:	78570054	SLIMVIEW

### **CORRESPONDENCE DATA**

Fax Number: (512)542-5229

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

512-320-9247 Phone:

Email: AustinDocketing@andrewskurth.com Correspondent Name: Clarissa Marischen, Andrews Kurth LLP

Address Line 1: 111 Congress Avenue

Address Line 2: Suite 1700

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 176093

TRADEMARK **REEL: 003658 FRAME: 0134** 

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NAME OF SUBMITTER:	Clarissa Marischen
Signature:	/MARIC-TRAMA/
Date:	11/09/2007
Total Attachments: 3 source=Assignment_Intermix_to_Alena#page1.tif source=Assignment_Intermix_to_Alena#page2.tif source=Assignment_Intermix_to_Alena#page3.tif	

TRADEMARK REEL: 003658 FRAME: 0135

#### ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "<u>Agreement</u>") is entered into effective as of April 11, 2007 (the "<u>Effective Date</u>"), by and between Intermix Media, Inc., ("<u>Assignor</u>"), a Delaware corporation, and Alena, LLC ("<u>Assignee</u>"), a Delaware limited liability company.

Whereas, Assignor is the owner of the trademarks and/or service marks specified in <u>Exhibit A</u> hereto (collectively, the "<u>Mark(s)</u>"), and has registered or filed registration applications therefor in the United States and other jurisdictions as indicated in such <u>Exhibit A</u>; and

Whereas, Assignee is desirous of acquiring the entire and exclusive rights, title and interest in and to the Mark(s);

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks, and the above identified registrations and registration applications thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

This Agreement will be governed by and enforced in accordance with the principles of the laws of the State of California, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, Intermix Media, Inc. has caused this Assignment of Trademark Rights to be executed by its duly authorized officer as of the Effective Date.

[Signature Page Follows]

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TRADEMARK REEL: 003658 FRAME: 0136

**ASSIGNOR** 

Intermix Media, Inc.

Bv:

Name:

Title:

Date:

STATE OF CALIFORNIA \$

COUNTY OF LOS AMGELES \$

BEFORE ME, the undersigned, a Notary Public, in and for the State of All free , on this day personally appeared Mence Level , known to me to be the person whose name is subscribed to the foregoing Assignment of Trademark Rights, and said person acknowledged to me that he/she executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of 10/2, 2007.

MARRYNE M. DOTSON
Commission # 1659153
Notary Public - California
Los Angeles County
My Comm. Expires Apr 18, 2010

Notary Public in and for the State of Aliften M.

## EXHIBIT A To the Assignment of Trademark Rights

<u>Mark</u>	Country	Application/ Registration No.
ALENA	USA	Reg. No. 3,065,351
CARBMANAGER	USA	App. Ser. No. 78/361,120
CORE CONTROL	USA	App. Ser. No. 78/674,647
FIRST IMPRESSIONS	USA	App. Ser. No. 78/686,902
SLIMVIEW	USA	App. Ser. No. 78/570,054

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RECORDED: 11/09/2007

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**TRADEMARK**