

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ascend Media, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red 7 Media, LLC		
<b>Street Address:</b>	10 Norden Place		
<b>Internal Address:</b>	Attn: Kerry Smith, President and CEO		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06855		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1681664	EXPO	
Registration Number:	3244916	EXPO	
Registration Number:	3244917	EXPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 319620		

CH \$90.00 1681664

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/19/2007
Total Attachments: 6 source=ascend_red7_tm3#page2.tif source=ascend_red7_tm3#page3.tif source=ascend_red7_tm3#page4.tif source=ascend_red7_tm3#page5.tif source=ascend_red7_tm3#page6.tif source=ascend_red7_tm3#page7.tif	

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated November 1, 2007 (this "Trademark Assignment"), by and between RED 7 MEDIA, 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 October 15, 2007, by and among Assignor, Ascend Media Professional Services, LLC and Assignee (the "Asset Purchase Agreement").

Recitals

A. Assignor is the owner of the following trademarks: (1) "EXPO" and U.S. Registration No. 1,681,644 therefor, (2) "EXPO" and U.S. Registration No. 3,244,916 therefor, and (3) "EXPO" and U.S. Registration No. 3,244,917 therefor (hereinafter collectively referred to as the "Trademarks").

B. Assignor has agreed to sell, assign, transfer and deliver to Assignee all of its right, title and interest in and to the Trademarks, 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 Trademarks.** 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 Trademarks, 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 Trademarks. 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 Trademarks.

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 Trademarks 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 Missouri, 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]*

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

**ASSIGNEE:**

**RED 7 MEDIA, LLC**

By:   
Name: Kerry Smith  
Title: President and Chief Executive Officer

**ASSIGNOR:**

**ASCEND MEDIA, LLC**

By: \_\_\_\_\_  
Name: Cameron Bishop  
Title: President and Chief Executive Officer

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

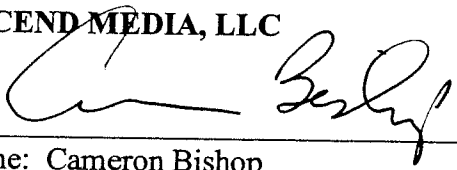
**ASSIGNEE:**

**RED 7 MEDIA, LLC**

By: \_\_\_\_\_  
Name: Kerry Smith  
Title: President and Chief Executive Officer

**ASSIGNOR:**

**ASCEND MEDIA, LLC**

By:  \_\_\_\_\_  
Name: Cameron Bishop  
Title: President and Chief Executive Officer

STATE OF Connecticut )

: ss.: Stouffer

COUNTY OF Fairfield )

On this 1 day of November, 2007 before me Brian Blom, a Notary Public, personally appeared Kerry Smith, 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.

Brian Blom  
Notary Public

STATE OF MISSOURI )

: ss.:

COUNTY OF JACKSON )

On this 1st day of November, 2007 before me Bronwen Hicks, 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.

Bronwen Hicks  
Notary Public

**BRONWEN HICKS**  
**Commission #07542064**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI-Jackson County**  
**My Commission Expires: June 17, 2011**