

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
Greg Dunkin		10/26/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MRH Marketing LLC		
Street Address:	2307 Bright Future Way		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27614		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3308589	FRESH FM	
Registration Number:	3308811	FM MEANS FRESH MUSIC	
CORRESPONDENCE DATA			
Fax Number:	(317)686-1541		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3176861540		
Email:	foushee@mflawpc.com		
Correspondent Name:	Nathan D Foushee		
Address Line 1:	320 N Meridian Street		
Address Line 2:	Suite 506		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	277.01		
NAME OF SUBMITTER:	Nathan D Foushee		
Signature:	/Nathan D Foushee/		

OP \$65.00 3308589

Date:

01/29/2008

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK/SERVICEMARK

This Assignment of Trademark/Service mark ("Assignment") is entered into as of this 26th day of October, 2007 ("Effective Date") by and between Greg Dunkin ("Assignor"), an individual residing at 2307 Bright Future Way, Raleigh, North Carolina 27614 and MRH Marketing, LLC ("Assignee"), a North Carolina Limited Liability Company located at 2307 Bright Future Way, Raleigh, North Carolina 27614.

WHEREAS, Assignor is the owner of the trademarks FRESH FM and FM MEANS FRESH MUSIC for radio and television broadcasting services, identified as the Registered U.S. Trademarks Numbered 3308589 and 3308811 (the "Marks");

WHEREAS, Assignor desires to transfer all of Assignor's interest in the Marks to Assignee pursuant to the terms of this Assignment;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. ASSIGNMENT

1.1. Assignor, in consideration of the Purchase Price, receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer to the Assignor the Marks, together with that portion of the good will of the business with which the Marks are associated, and all right, title and interest in the Marks, including but not limited to the right to renew registration of the Marks and the right to license the Marks to third parties.

1.2. Assignee, in consideration of the Assignor assigning the Marks to Assignee on the terms of this Assignment, will pay to the Assignor the sum of One Hundred and no/100 Dollars (\$100.00) ("Purchase Price"). The Purchase Price shall be due and payable by Assignee to Assignor upon execution of this Assignment.

2. WARRANTIES

2.1. Assignor represents and warrants that:

- a. Assignor is the true and rightful owner of the Marks;
- b. The Marks are free of any security interests and are otherwise unencumbered; and
- c. Assignor is not aware of any competing claims for the Marks.

3. INTEREST IN EXISTING LICENSES

3.1. The parties acknowledge that Assignor has executed several Trademark License Agreements granting third parties usage rights in the Marks. All rights and interest in said Trademark License Agreements, including but not limited to rights to license fees and renewal fees, shall inure to the benefit of Assignee, regardless of whether said Trademark License Agreements are formally assigned to Assignee by Assignor at a future date.

4. ENTIRE AGREEMENT, AMENDMENTS, AND WAIVER.

This Assignment represents the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede all previous representations, understandings, or agreements, oral or written, between the parties with respect to the subject matter hereof. Any amendment or modification of any provision of this Assignment must be in

writing and signed by the authorized representatives of both parties. No failure or delay by either party in exercising any right, power, or remedy under this Assignment shall operate as a waiver of any such right, power, or remedy.

5. SEVERABILITY.

In the event that any term or provision of this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision, and the remaining provisions of this Assignment shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

6. APPLICABLE LAW.

This Assignment shall be governed by and construed according to the laws of the State of Indiana, United States of America, without reference to its choice of law rules.

7. COUNTERPARTS.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignor:

GREG DUNKIN

By:


Greg Dunkin

Assignee:

MRH MARKETING, LLC

By:


Greg Dunkin, Manager