

**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
Ocean Drive Media Group, Inc.		11/01/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Niche Media Holdings, LLC
Street Address:	901 N. Green Valley Parkway
Internal Address:	Ste. 210
City:	Henderson
State/Country:	NEVADA
Postal Code:	89074
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77020917	MICHIGAN AVE.
Serial Number:	77038980	MIAMI MAGAZINE
Registration Number:	1824382	OCEAN DRIVE
Registration Number:	2415914	SHOTONSITE
Registration Number:	2071432	VOLLEYPALOOZA
Registration Number:	2174332	UPLATE
Registration Number:	2336740	OCEAN DRIVE'S PALM BEACH
Registration Number:	2737057	OCEAN DRIVE
Registration Number:	2879063	OCEAN DRIVE
Registration Number:	3097413	OCEAN DRIVE EYEWEAR
Registration Number:	3184852	ATLANTA PEACH

**CORRESPONDENCE DATA**

Fax Number: (702)949-8376

**900103197**

**TRADEMARK  
 REEL: 003751 FRAME: 0458**

**CH \$290.00 77020917**

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

Phone: (702) 949-8200  
Email: TRADEMARKS-LASVEGAS@LRLAW.COM  
Correspondent Name: Michael J. McCue  
Address Line 1: 3993 Howard Hughes Parkway  
Address Line 2: Ste. 600  
Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	55164.00001
NAME OF SUBMITTER:	Jennifer K. Craft
Signature:	/Jennifer K. Craft/
Date:	04/02/2008

**Total Attachments: 3**  
source=Trademark Assignment Final#page1.tif  
source=Trademark Assignment Final#page2.tif  
source=Trademark Assignment Final#page3.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is from Ocean Drive Media Group, Inc., a Florida corporation ("**Assignor**"), to Niche Media Holdings, LLC, a Nevada limited liability company ("**Assignee**"), and is effective as of the 1st day of November, 2007.

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Assignee, all of Assignor's right title and interest in and to the trademarks, trademark applications and intent to use trademark applications set forth on Exhibit A (the "**Marks**"), together with that portion of Assignor's business in connection with which it has an intent to use the Marks and the goodwill of the business symbolized by the Marks.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights.

[signatures on following page]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first written above.

OCEAN DRIVE MEDIA GROUP, INC.

By: [Signature]  
Name: Jerry Powers  
Its: President

STATE OF FLORIDA        )  
                                  )  
COUNTY OF Miami-Dade    )        ss.

On Oct 30, 2007 before me, DIANA DEL CAMPO,  
Notary Public, personally appeared Jerry Powers, personally known to me to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he executed the same in his authorized capacity, and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public



## EXHIBIT A

### Trademarks and Applications

1. List of registered/pending Marks:

<u>Owner</u>	<u>Status</u>	<u>Application Serial #, Registration #</u>	<u>Mark</u>
Ocean Drive Media Group, Inc.	Pending Filed on 10/13/2006	77/020,917	MICHIGAN AVE.
Ocean Drive Media Group, Inc.	Pending Filed on 11/7/2006	77/038,980	MIAMI MAGAZINE
Ocean Drive Media Group, Inc.	Registered Registered: 3/1/1994	74/386,117 1,824,382	OCEAN DRIVE
Ocean Drive Media Group, Inc.	Registered Registered: 12/26/2000	75/909,331 2,415,914	SHOTONSITE
Ocean Drive Media Group, Inc.	Registered Registered: 6/17/1997	75/071,995 2,071,432	VOLLEYPALOOZA
Ocean Drive Media Group, Inc.	Registered Registered: 7/21/1998	75/181,997 2,174,332	UPLATE
Ocean Drive Media Group, Inc.	Registered Registered: 3/28/2000	75/503,951 2,336,740	OCEAN DRIVE'S PALM BEACH (stylized)
Ocean Drive Media Group, Inc.	Registered Registered: 7/15/2003	75/692,597 2,737,057	OCEAN DRIVE
Ocean Drive Media Group, Inc.	Registered Registered: 8/31/2004	78/001,972 2,879,063	OCEAN DRIVE
Ocean Drive Media Group, Inc.	Registered Registered: 5/30/2006	78/460,983 3,097,413	OCEAN DRIVE EYEWEAR and Design
Ocean Drive Media Group, Inc.	Registered Registered: 12/12/2006	78/637,988 3,184,852	ATLANTA PEACH
Ocean Drive Media Group, Inc.			PEACH*

\*"PEACH" was assigned from Martin G. Gruber on March 8, 2006. PEACH is a common law trademark. It is not registered with the United States Patent and Trademark Office.

2. List of fictitious names and unregistered service marks and trademarks:

- (a) Inside Out (unregistered trade name)
- (b) Ocean Drive Magazine (registered fictitious name – registered in Florida)