

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
Jones International, Ltd.		06/20/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Triton Network Group, LLC		
Street Address:	11100 Santa Monica Boulevard, Suite 210		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1873415	CD COUNTRY	
Registration Number:	3187444	GOOD TIME OLDIES	
Registration Number:	3187443	JUKEBOX SUNDAY NIGHT	
Registration Number:	3187441	SATURDAY NIGHT AT THE OLDIES	
CORRESPONDENCE DATA			
Fax Number:	(303)799-1644		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-784-8486		
Email:	lorriellis@jonescorp.com		
Correspondent Name:	Lorri Ellis		
Address Line 1:	9697 E. Mineral Avenue		
Address Line 4:	Centennial, COLORADO 80112		
ATTORNEY DOCKET NUMBER:	2199-010-001		
NAME OF SUBMITTER:	Lorri Ellis		

OP \$115.00 1873415

Signature:	/le-0709/
Date:	06/20/2008
Total Attachments: 8 source=IPassign#page1.tif source=IPassign#page2.tif source=IPassign#page3.tif source=IPassign#page4.tif source=IPassign#page5.tif source=IPassign#page6.tif source=IPassign#page7.tif source=IPassign#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), is made and entered into as of this 20th day of June, 2008, by and between Jones International, Ltd., a Colorado corporation on behalf of itself and its Affiliates (other than Assignee and its Subsidiaries) (collectively, “Assignor”), and Triton Network Group, LLC, a Colorado limited liability company (“Assignee”). Assignor and Assignee are collectively referred to herein as “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, pursuant to that certain Stock Purchase Agreement by and among Assignor, Assignee (f/k/a Jones Media Group, Ltd.) and Verge Media, Inc., a Delaware corporation, dated as of the date hereof, (the “Purchase Agreement”), Assignor shall sell, assign, transfer, convey and deliver to Assignee the Assigned Intellectual Property (as defined below).

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I.

DEFINITIONS

For purposes of this Agreement, the following words and phrases shall have the meanings set forth below.

“Assigned Intellectual Property” means the patents and patent applications set forth on Schedule A attached hereto, the trademark applications and registrations set forth on Schedule B attached hereto, the copyright registrations set forth on Schedule C attached hereto, and the domain name registrations set forth on Schedule D attached hereto, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property.

ARTICLE II.

ASSIGNMENT

2.1. Assignment of Intellectual Property Rights. For good and valuable consideration received pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all right, title and interest in and to the Assigned Intellectual Property.

circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.5. Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. If any Party has breached any representation, warranty, covenant or agreement contained in this Agreement in any respect, the fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) which such Party has not breached shall not detract from or mitigate the fact that such Party is in breach of the first representation, warranty, covenant or agreement.

3.6. Interpretation. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; and (v) the word “including” means “including without limitation.”

3.7. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

JONES INTERNATIONAL, LTD.

By: _____

Name: Timothy J. Burke

Title: Group Vice President

TRITON NETWORK GROUP, LLC

By: _____

Name: Neal Schore

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]


TRADEMARK
REEL: 003799 FRAME: 0741

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

JONES INTERNATIONAL, LTD.

By: _____
Name:
Title:

TRITON NETWORK GROUP, LLC

By:  _____
Name: Neal Schore
Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

PATENTS

None.

SCHEDULE B**TRADEMARKS**

Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Record Owner
CD COUNTRY	74/334,366 11/24/1992	1,873,415 1/10/1995	Jones International, Ltd.
GOOD TIME OLDIES	78/864,627 4/19/2	3,187,444 12/19/2006	Jones International, Ltd.
JUKEBOX SUNDAY NIGHT	78/864,601 4/19/2006	3,187,443 12/19/2006	Jones International, Ltd.
SATURDAY NIGHT AT THE OLDIES	78/864,545 4/19/2006	3,187,441 12/19/2006	Jones International, Ltd.

SCHEDULE C
COPYRIGHTS

None.

SCHEDULE D
DOMAIN NAMES

None.