

07-01-2008



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To the Director of the U. S. Patent and Trademark Office

its or the new address(es) below.

1. Name of conveying party(ies):

Entrepreneur Media, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) May 15, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Impresiones Aereas, S.A. DE/
Internal C.V.

Address: 1832 Breakers West Blvd.

Street Address:

City: West Palm Beach

State: Florida

Country: U.S.A. Zip: 33411

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Republic of Mexico
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,653,302

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Henry M. Bissell

Internal Address:

Street Address: 6820 La Tijera Blvd
Suite 106

City: Los Angeles,

State: California Zip: 90045

Phone Number: (310) 645-1088

Fax Number: (310) 645-5033

Email Address: Bisspatlaw@SBCglobal.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2465

Authorized User Name Henry Bissell

9. Signature:

Henry M. Bissell
Signature

6/25/08
Date

Henry M. Bissell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT OF SERVICE MARK ("Assignment") is entered into by and between **ENTREPRENEUR MEDIA, INC.** ("Assignor"), a corporation legally constituted under the laws of State of California and the United States of America, and **IMPRESIONES AEREAS, S.A. DE C.V.** ("Assignee"), a corporation legally constituted under the laws of the Republic of Mexico, and shall take effect on May 15, 2007 ("Effective Date").

RECITALS

A. Assignor is the owner of the service mark described and attached in **Exhibit A** ("Service Mark").

B. Assignor wishes to assign the trademark to Assignee, and Assignee wishes to accept such assignment, subject to the terms and conditions set forth hereinbelow.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Service Mark, the registration thereof, and all goodwill accrued and accruing thereto. Each of the parties shall execute such further and additional documents, and shall perform such further acts, as may reasonably be required or desirable to carry out the aforementioned assignment.

2. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee as follows:

- (a) **Exhibit A** sets forth (i) a true and accurate identification of the Certificate of Registration of the Service Mark, as registered with the United States Patent and Trademark Office (Registration No. 2,653,302);
- (b) Assignor is the owner of all rights, title and interest in and to the Service Mark and registration thereof, which is free and clear of all liens and encumbrances;
- (c) There have been, and are no pending, claims, disputes, suits, actions or other adversary proceedings involving the Service mark or registration thereof and, to the best knowledge of Assignor, no such adversary proceeding is threatened;
- (d) Assignor has the exclusive right and authority to use the Service Mark, in connection with the services described in attached **Exhibit A**, and, to the

best knowledge of Assignor, such use has not conflicted with, infringed upon, or violated any trademarks, service marks or other intellectual property rights of any other person not a party to this Assignment ("Third Party");

- (e) There are no licenses or rights currently in effect with any Third Party to use the Service Mark; and
- (f) Registration of the Service Mark was properly issued to Licensor by the relevant authority, and there are no pending or, to the best of Assignor's knowledge, threatened claims, actions, suits, investigations or other proceedings of any kind challenging the validity of such registration.

3. **Miscellaneous.**

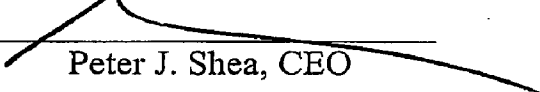
3.1 This Assignment: (a) is intended to embody the final, complete and exclusive agreement between the parties with respect to assignment of the Service Mark; is intended to supersede and replace all prior and contemporaneous agreements, understandings, promises, and representations (whether written or oral) with respect thereto; and (c) may not be contradicted by evidence of any such prior or contemporaneous agreements, understandings, promises or representations (whether written or oral).

3.2 Except if and to the extent that the Federal laws of the United States apply, this Assignment shall be exclusively governed by the laws of the State of California applicable the contracts made and to be performed wholly within that State, and without regard to the conflicts of laws principles thereof.


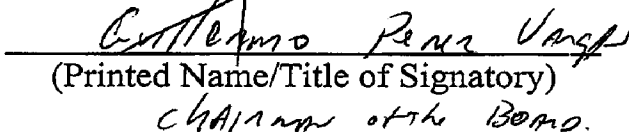
3.3 The parties acknowledge and agree that any claims or disputes concerning or arising out of this Assignment or involving the subject matter hereof shall be litigated exclusively in a court having competent jurisdiction in Orange County, California; and both parties hereby agree, and waive any objection, to the personal jurisdiction and venue of any such court.

IN WITNESS WHEREOF, the parties have executed this Assignment through their duly authorized representatives, as set forth hereinbelow.

ENTREPRENEUR MEDIA, INC.

By: 
Peter J. Shea, CEO

IMPRESIONES AEREAS, S.A. DE C.V.

By: 

(Printed Name/Title of Signatory)
CHAIRMAN of the BOARD.

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,653,302

Registered Nov. 26, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

SOYENTREPRENEUR.COM

ENTREPRENEUR MEDIA, INC. (CALIFORNIA
CORPORATION)
2445 MCCABE WAY
IRVINE, CA 926146234

FOR: ADVERTISING AND BUSINESS SERVICES,
NAMELY, ADVERTISING FOR OTHERS VIA A
GLOBAL COMPUTER INFORMATION NETWORK;
PROVIDING COMPUTERIZED ON-LINE ORDER-
ING FEATURING PRINTED PUBLICATIONS,
BOOKS, MAGAZINES, REPORTS AND PRINTED
MANUALS CONTAINING ADVICE FOR START-
ING AND OPERATING SMALL BUSINESSES; PRO-

VIDING BUSINESS INFORMATION IN THE
SPANISH LANGUAGE IN THE FIELD OF START-
ING AND OPERATING SMALL BUSINESSES VIA
THE INTERNET, IN CLASS 35 (U.S. CLS. 100, 101
AND 102).

FIRST USE 7-30-1999; IN COMMERCE 7-30-1999.

SER. NO. 76-112,230, FILED 8-21-2000.

BERYL GARDNER, EXAMINING ATTORNEY

EXHIBIT A