

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
Line Publications, LLC		09/12/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Hollywood Life, LLC
Street Address:	200 N. Sepulveda Boulevard, 2nd Floor
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76665093	YOUNGHOLLYWOODAWARDS.COM
Serial Number:	76666363	YOUNG HOLLYWOOD DREAM CLOSET
Serial Number:	76658058	YOUNG HOLLYWOOD AWARDS
Serial Number:	76673748	THE WINDPOINTE
Serial Number:	76609552	BREAKTHROUGH OF THE YEAR AWARDS
Serial Number:	77515492	HOLLYWOOD LIFE
Serial Number:	77429212	YOUNG HOLLYWOOD HOME
Serial Number:	77508499	LATIN STYLE AWARDS
Serial Number:	77359230	HOLLYWOODLIFE.COM
Registration Number:	2551953	HOLLYWOOD STYLE
Registration Number:	2782488	HOLLYWOOD STYLE HALL OF FAME
Registration Number:	2795930	MOVIELINE'S HOLLYWOOD LIFE
Registration Number:	2427672	YOUNG HOLLYWOOD AWARDS
Registration Number:	2723886	MOVIELINE HOLLYWOOD LIFE

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Registration Number:	2795944	HOLLYWOOD LIFE
Registration Number:	2827406	BREAKTHROUGH OF THE YEAR AWARDS
Registration Number:	2816611	COFFEE AND CLIPS
Registration Number:	3149041	HOLLYWOOD STYLE AWARDS
Registration Number:	2585534	THE PIZZA YOU EAT LIKE A SANDWICH!

CORRESPONDENCE DATA

Fax Number: (310)860-0880

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

Email: els@elswansonlaw.com, garys@ecofflaw.com

Correspondent Name: Elizabeth Swanson

Address Line 1: SWANSON & ASSOCIATES

Address Line 2: 9454 Wilshire Blvd., Suite 500

Address Line 4: Beverly Hills, CALIFORNIA 90212

ATTORNEY DOCKET NUMBER:	RECORD VELOC/MAIL ASSIGN
NAME OF SUBMITTER:	Elizabeth Swanson
Signature:	/Elizabeth Swanson/
Date:	11/17/2008

Total Attachments: 11

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VELOCITY SERVICES, INC.", CHANGING ITS NAME FROM "VELOCITY SERVICES, INC." TO "MAIL.COM MEDIA CORPORATION", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2008, AT 12:25 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3933309 8100

080109145

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6356001

DATE: 02-01-08

TRADEMARK
REEL: 003889 FRAME: 0102

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
VELOCITY SERVICES, INC.
PURSUANT TO SECTION 242**

Velocity Services, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST thereof in its entirety and inserting the following in lieu thereof:


"FIRST: The name of the corporation is MAIL.COM MEDIA CORPORATION."

SECOND: That in lieu of a meeting and vote of the stockholders, stockholders having not less than the minimum number of votes required to approve this amendment have provided a written consent to this amendment in accordance with Section 228(a) of the General Corporation Law of the State of Delaware.

THIRD: That in lieu of a meeting and vote of the Board of Directors, the directors have given unanimous written consent to such amendment in accordance with Section 141(f) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused Jay Penske, President to execute this Certificate of Amendment on January 31, 2008.

VELOCITY SERVICES, INC.

By: 
Jay Penske, President

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TRADEMARK
REEL: 003889 FRAME: 0104

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of September 12, 2008, by and among Mail.com Media Corporation, a Delaware corporation, with offices at 200 N. Sepulveda Boulevard, 2nd Floor, El Segundo, CA 90245 ("Parent"), Hollywood Life, LLC, a Delaware limited liability company, with offices at 200 N. Sepulveda Boulevard, 2nd Floor, El Segundo, CA 90245 ("Purchaser"), and Line Publications, LLC, a California Limited Liability Company, with offices at 10537 Santa Monica Boulevard, Suite 250, Los Angeles, CA 90025 ("Seller"), each individually a "Party" and collectively the "Parties."

RECITALS

A. Seller operates and publishes *Hollywood Life* magazine and creates and hosts entertainment events and award shows (the "Business") as defined in this Agreement.

B. Seller and Parent presently operate an online website located at "www.hollywoodlife.net" under that certain Agreement for Formation and Organization of Hollywood Life Media, LLC, dated CONFIDENTIAL between Seller and Parent (the "Joint Venture Agreement").

C. Seller and Parent desire to terminate the Joint Venture Agreement, and Seller desires to sell to Purchaser the Business and all associated assets, and Purchaser desires to purchase the Business, and all of Seller's assets as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale of Assets. Seller shall sell, assign, transfer, convey and deliver to Purchaser, as of the Closing Date (as defined below), good and valid title to the Purchased Assets, free and clear of all, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, the term "Purchased Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller, related solely to the Business. Without limiting the generality of the foregoing, the Purchased Assets shall include:

(a) The *Hollywood Life* magazine, including any and all equipment, and intellectual property owned by the Seller used to facilitate the design, creation, printing, distribution, and sale of the *Hollywood Life Magazine* (the "Magazine")

(b) All assets required to operate and host all award shows and events owned and controlled by Seller, including, but not limited to Young Hollywood Awards, Breakthrough Of The Year Awards, Hollywood Style Awards, Young Hollywood Home, Hollywood Life House,

"Hamilton's" Behind the Camera Award, Hollywood Life House - Sundance, and Young Hollywood Dream Closet, and any other events, shows, and/or other media events which Seller owns or controls (the "Events").

(c) All of Seller's right, title and interest in and to all registered and unregistered statutory and common law copyrights and trademarks relating to the Business, together with all registrations, renewals and applications therefore, and all goodwill associated therewith, as defined in Exhibit A attached hereto (the "Marks")

(d) The "HollywoodLife.net", "Movieline.com" domain names, and any other domain names owned or controlled by Seller, to be listed in Exhibit B hereto (the "URL's").

(e) All rights and ownership in event video and other content material owned and controlled by Seller relating to the Business, including, but not limited to Young Hollywood Awards, Breakthrough Of The Year Awards, Hollywood Style Awards, Young Hollywood Home, Hollywood Life House, "Hamilton's" Behind the Camera Award, Hollywood Life House - Sundance, and Young Hollywood Dream Closet, and any other events, shows, and/or other media events for which Seller owns or controls video material.

(f) All other existing video material, written and pictorial content feeds, images, audio, stories, and any and all other archived materials or content, owned and controlled by Seller existing on the Closing Date, whether such content is archived, stored, published, or created in raw unedited formats, or has been edited, reduced to writing, or stored electronically, and all such video material, written and pictorial content feeds, images, audio, stories and any and all other archived materials or content, created by the Seller (the "Other Content").

(g) All goodwill of the Business.

(h) All office furniture, fixtures, fittings, and office equipment owned by the Seller as defined in Exhibit C attached hereto (the "Equipment").

(i) All accounts receivable, notes receivable, and all other receivables, due, or collected on, or after the Closing;

(j) Customer lists, historical customer data, customer contact information including, but not limited to; email addresses, mailing addresses, phone numbers, and all other customer-related materials or information possessed by Seller;

(k) All rights to collect from customers (and to retain) all fees and other amounts payable, or that may become payable.

(l) All books and records, and prior revenues relating to the Business;

(i) Section Headings. The Section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and shall become effective and binding upon the Parties as of the Effective Date.

(k) Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(l) Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof except as expressly provided otherwise herein.


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

HOLLYWOOD LIFE, LLC

LINE PUBLICATIONS, LLC

By: Mail.com Media Corporation, its Manager

By: 
COPY PROTECT
Bruce Penske
President & CEO

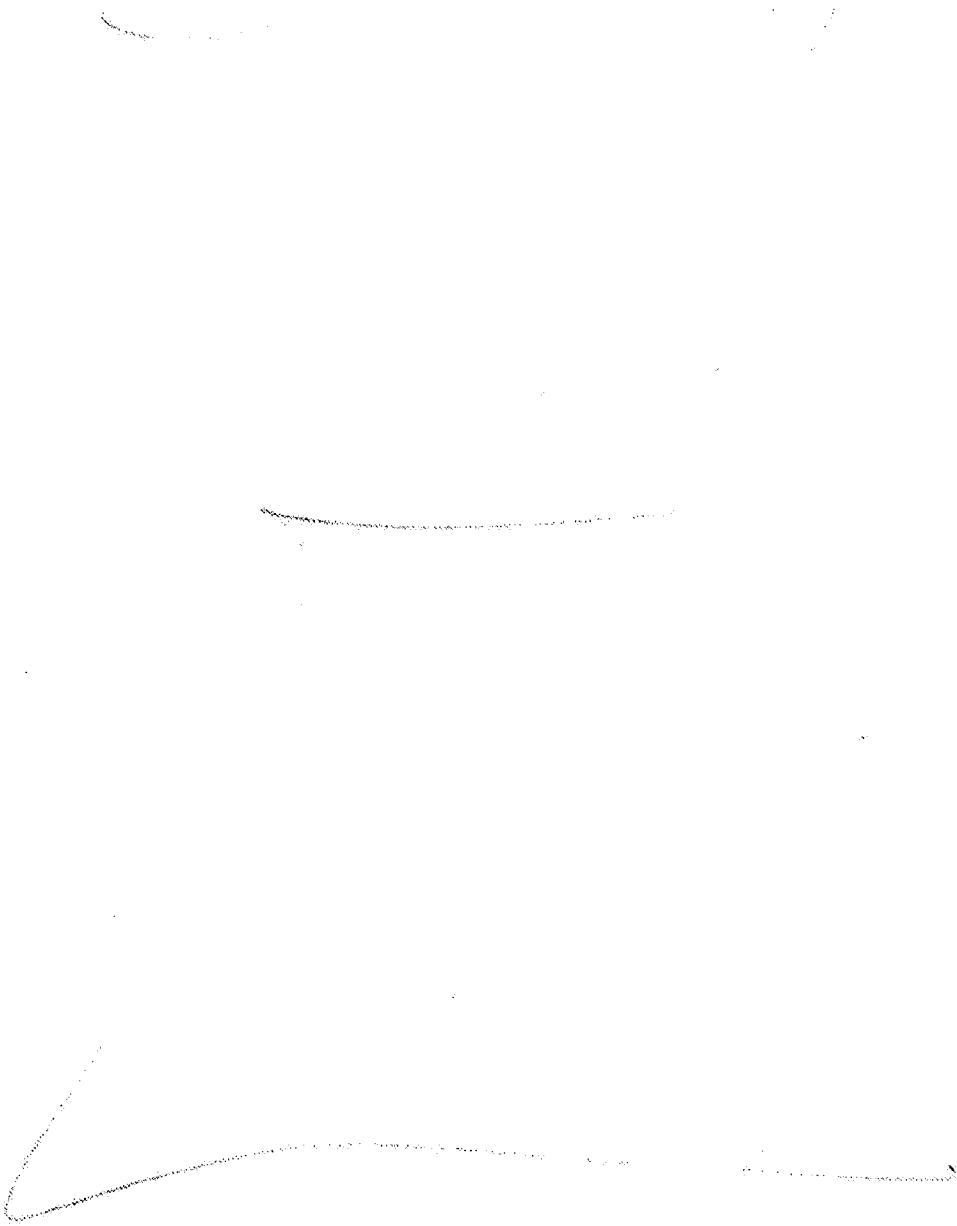
By: 
COPY PROTECT
Anne Volokh
Chairman

MAIL.COM MEDIA CORPORATION

By: 
COPY PROTECT
Bruce Penske
President & CEO

EXHIBIT "A"

TRADEMARKS, TRADENAMES AND SERVICE MARKS ("MARKS")



LINE PUBLICATIONS, LLC
REGISTERED TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS</u>	<u>NO. & DATE</u>	<u>RENEWABLE</u>
MOVIELINE	Australia	Printed matter and publications including magazines, posters and photographs in Int'l. Class 16	854,660 10-3-01	10-23-2010
MOVIELINE	France	Magazines in Int'l. Class 16	00 3 045 794 8-2-00	8-2-2010
MOVIELINE	Germany	Printed matter, in particular magazines and periodicals - Int'l. Class 16; Publication of texts (other than advertising texts); lending of books magazines, periodicals and newspapers - Int'l. Class 41	300 56 752 8-21-2001	8-21-2010
MOVIELINE	Greece	Magazines	145230 10-6-2000	10-6-2010
MOVIELINE	Turkey	Magazines - Int'l. Class 16	2000 016741 8-11-2000	8-11-2010
MOVIELINE	U.K.	Magazines	2,239,389 7-15-2000	7-15-2010

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HOLLYWOOD STYLE	United States	Magazines in the field of per- sonal and dress fashions of per- sonalities ap- pearing in mo- tion pictures and television	2,551,953 3-26-2002	3-26-2012
HOLLYWOOD STYLE HALL OF FAME	United States	Entertainment services in the nature of an awards presen- tation for the image of per- sonalities, char- acters and loca- tions appearing on television and in motion pictures	2,782,488 11-11-03	11-11-09 11-11-2013
MOVIELINE	United States	Magazine fea- turing a movie guide, celebrity features, fashion and beauty, en- tertainment and music news	2,585,354 6-25-02	6-25-2012
MOVIELINE HOLLYWOOD LIFE	United States	Magazine fea- turing a movie guide, celebrity features, fashion and beauty, en- tertainment and music news	2,795,930 6-10-03	6-10-2009 6-10-2013
YOUNG HOLLYWOOD AWARDS	United States	Entertainment services in the nature of an awards show for acting perfor- mances by young performers	2,427,672 6-6-2001	2-6-2011

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MOVIELINE WHEREIN THE "L" IS COMPRISED OF THE WORDS HOLLYWOOD LIFE	United States	Magazine fea- turing a movie guide, celebrity features, fashion and beauty, en- tertainment and music news	2,723,886 6-10-2003	6-10-2009 6-10-2013
HOLLYWOOD LIFE	United States	Magazine fea- turing a movie guide, celebrity features, fashion and beauty, en- tertainment and music news	2,795,944 12-16-2003	12-16-2009 12-16-2013
BREAKTHRO UGH OF THE YEAR AWARDS	United States	Organizing and conducting pro- grams to grant awards recog- nizing achieve- ments in the fields of motion pictures, televi- sion, sports, fashion, music, radio and multi- media	2,827,406 3-30-04	3-30-2010 3-30-2014
COFFEE AND CLIPS	United States	Educational services, namely, arrang- ing and con- ducting confer- ences in the field of motion pictures	2,816,611 2-24-04	2-24-2010 2-24-2014
HOLLYWOOD STYLE AWARDS	United States	Entertainment services in the nature of an awards show for fashion and beauty	3,149,041 9-26-06	9-26-2012 9-26-2016
MOVIELINE	Italy	Magazines and other periodical publications	917626 11-5-03	8-24-2010

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PENDING APPLICATIONS

YOUNGHOLLYWOODAWARDS.COM - Application No. 76/665,093 filed August 23, 2006 for interactive computer database relating to an awards show for acting performances by young performers - Statement of Use due February 12, 2008;

YOUNG HOLLYWOOD DREAM CLOSET - Application No. 76/666,363 filed September 20, 2006 for live exhibition services in person and via an interactive computer database relating to clothing, footwear, jewelry and accessories of celebrities - Action suspended;

YOUNG HOLLYWOOD AWARDS - Application No. 76/658,058 filed April 10, 2006 for entertainment services in the nature of an awards show for acting performances by young performers - Application being returned to Examiner after opposition w/Abreu

YOUNG NEW YORK AWARDS - Application No. 76/673,648 filed March 6, 2007 for entertainment services in the nature of an awards show for acting performances by young performers;

BREAKTHROUGH OF THE YEAR AWARDS - Application No. 76/609,552 filed September 1, 2004 for entertainment services in the nature of an on-going television program relating to the granting of awards to recognize achievements in the fields of motion pictures, television, sports, fashion, music, radio and multimedia - Statement of Use due December 20, 2008

HOLLYWOOD LIFE - Application No. 77/515,492 filed July 7, 2008 for entertainment services in the nature of an on-going television program relating to celebrities;

YOUNG HOLLYWOOD HOME - Application No. 77/429,212 filed March 24, 2008 for conducting entertainment exhibitions in the nature of interior decorating home design; providing recognition and incentives by the way of awards and contents to demonstrate excellence in the field of interior decorating home design;

LATIN STYLE AWARDS - Application No. 77/508,499 filed June 26, 2008 for entertainment in the nature of organizing and conducting awards shows for Latin fashion and beauty; entertainment services, namely providing on-line reviews of Latin fashion and beauty;

HOLLYWOODLIFE.COM - Application No. 77/359,230 filed December 26, 2007 for entertainment services, namely, providing on-line reviews of movies, celebrities, entertainment and music news

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