

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
Turner Broadcasting System, Inc.		12/11/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	2080 Media, Inc.		
Street Address:	1629 Ridgewood Drive, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30307		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78926488	PLAY ON	
Registration Number:	3510121	PLAYON!	
CORRESPONDENCE DATA			
Fax Number:	(404)827-1994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-827-2258		
Email:	tbsuspto@turner.com		
Correspondent Name:	Claire M. Kimball		
Address Line 1:	One CNN Center, 10 North		
Address Line 2:	TBS, Inc., Legal Dept., Trademark Group		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Sherry Garrett		
Signature:	/Sherry Garrett/		
Date:	12/17/2008		

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Total Attachments: 1
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TRADEMARK ASSIGNMENT

WHEREAS, Turner Broadcasting System, Inc., a corporation, organized and existing under the laws of the State of Georgia, with its principal place of business at One CNN Center, Atlanta, Georgia 30303 ("Assignor"), has adopted and used and is the owner of:

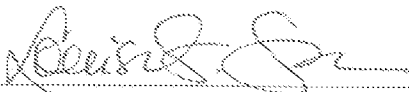
1. United States Application Serial No. 78/926,488 for the mark PLAY ON; and
2. U.S. Registration No. 3,510,121 for the mark PLAYON;

(hereinafter referred to as the "Marks"), in connection with Assignor's services, and the goodwill associated therewith; and

WHEREAS, 2080 Media, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1629 Ridgewood Drive, NE, Atlanta, Georgia 30307 ("Assignee"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors, assigns, and legal representatives, all rights, title and interest in and to the Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

IN WITNESS HEREOF, this Assignment is effective as of the 5 day of December, 2008.

By: 

Printed Name: Louise S. Sams

Title: Executive Vice President, General Counsel and Secretary

Date: December 11, 2008

PlayOn! Trademark Assignment