

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
Ziff Davis Media, Inc.		01/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UGO Entertainment, Inc.		
Street Address:	300 West 57th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2947996	1UP	
Registration Number:	2927044	1UP	
Registration Number:	3168090	1UP.COM	
Registration Number:	3279161	THE 1UP SHOW	
Registration Number:	3266421	GAZERK	
CORRESPONDENCE DATA			
Fax Number:	(212)649-2035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-649-2059		
Email:	bfitzpatrick@hearst.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	300 West 57th St.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	1UP ASSIGNMENTS - UGO		

CH \$140.00 2947996

NAME OF SUBMITTER:	Bridgette Fitzpatrick
Signature:	/Bridgette Fitzpatrick/
Date:	01/26/2009
Total Attachments: 5 source=1UP Trademark Assignment#page1.tif source=1UP Trademark Assignment#page2.tif source=1UP Trademark Assignment#page3.tif source=1UP Trademark Assignment#page4.tif source=1UP Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of January 6, 2009 by and between Ziff Davis Media Inc., a Delaware corporation ("Assignor"), and UGO Entertainment, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks, and registrations for such trademarks, described on Schedule A attached hereto (collectively with all other trademarks relating primarily to the Business, the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of January 6, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain assets, including without limitation, assignment of: (a) the Marks; and (b) any goodwill of the business associated with the Marks;

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with (i) any goodwill of the business associated with the Marks, including any renewals of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, (ii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks, (iii) all rights to sue for past, present and future infringements or misappropriations of the Marks and (iv) all rights in the trade dress, labels and designs associated with the Marks.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of registrations indicated on Schedule A and to issue the same to the Assignee in accordance with the terms of this instrument.

Assignor agrees that, as reasonably requested by Assignee, Assignor will sign all lawful papers, make all rightful oaths, and generally take all other actions that may be necessary for securing, perfecting, completing, or vesting in Assignee full right, title and interest to the Marks.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ZIFF DAVIS MEDIA INC.

By: Jason S Young
Name: JASON S YOUNG
Title: CEO

UGO ENTERTAINMENT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ZIFF DAVIS MEDIA INC.

By: _____

Name: _____

Title: _____

UGO ENTERTAINMENT, INC

By: 

Name: Sean J Moser

Title: CEO, UGO ENT.

SCHEDULE A

<u>Trademark</u>	<u>Country Name</u>	<u>Registration Date</u>	<u>Registration Number</u>
IUP	China	04/20/07	4071862
IUP	China	04/20/07	4071863
IUP	European Community	06/14/05	3565298
IUP	United States of America	05/10/05	2947996
IUP	United States of America	02/15/05	2927044
IUP.COM	United States of America	11/07/06	3168090
THE IUP SHOW	United States of America	08/14/07	3279161
GAZERK	United States of America	07/17/07	3266421