

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
Country Music Marathon, Inc.		01/15/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Competitor Group, Inc.		
Composed Of:	COMPOSED OF corporation organized in Delaware		
Street Address:	9401 Waples Street, Suite 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3495812	COUNTRY MUSIC MARATHON	
Registration Number:	2431600	COUNTRY MUSIC MARATHON	
Serial Number:	77517855	COUNTRY MUSIC MARATHON & 1/2 MARATHON	
CORRESPONDENCE DATA			
Fax Number:	(858)459-0690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 459-0581		
Email:	GCochran@cmkr.com		
Correspondent Name:	Richard K. Circuit		
Address Line 1:	1205 Prospect Street, Suite 400		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Richard K. Circuit		
Signature:	/Richard K. Circuit/		

OP \$90.00 3495812

Date:

02/23/2009

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARKS
AND
CONSENT TO ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS AND CONSENT TO ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into and made effective as of the 15th day of January, 2009 by and between COUNTRY MUSIC MARATHON, INC., a California corporation, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignor") and COMPETITOR GROUP, INC., a Delaware corporation, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignee"), with reference to the following:

Recitals

A. Assignor and Assignee are parties to that certain Agreement and Plan of Merger dated as of November 13, 2007 ("Agreement"), pursuant to which Assignee purchased from Assignor the following Intellectual Property Rights ("Intellectual Property"):

1. Trademark Registration No. 3495812 for "COUNTRY MUSIC MARATHON" registered with the United States Patent and Trademark Office on September 2, 2008.
2. Service Mark Registration No. 2431600 for "COUNTRY MUSIC MARATHON" registered with the United States Patent and Trademark Office on February 27, 2001.
3. Service Mark Serial No. 77517855 for "COUNTRY MUSIC MARATHON & ½ MARATHON" filed with the United States Patent and Trademark Office on July 9, 2008.

B. Assignor has agreed to assign to Assignee all of its right, title and interest in and to the above-referenced Intellectual Property under the Agreement; and pursuant to the Agreement, Assignee has agreed to consent to such assignment.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree and declare as follows:

Assignment of Trademarks

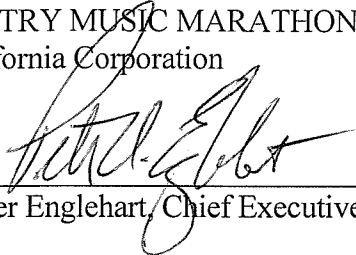
1. Assignment. Assignor hereby assigns transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property.

2. Acceptance of Assignment. Assignee does hereby accept the foregoing assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks and Consent to Assignment of Trademarks effective as of the date first above written.

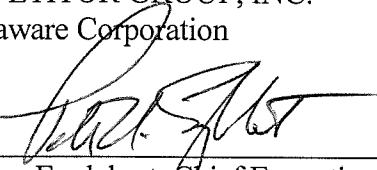
ASSIGNOR:

COUNTRY MUSIC MARATHON, INC.
A California Corporation

By: 
Peter Englehart, Chief Executive Officer

ASSIGNEE:

COMPETITOR GROUP, INC.
A Delaware Corporation

By: 
Peter Englehart, Chief Executive Officer