

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Concert Network, Inc.		01/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Mag Rack Entertainment, Inc.
Street Address:	954 3RD AVENUE
Internal Address:	Suite 733
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78500802	
Serial Number:	78180378	CONCERT ON DEMAND
Serial Number:	77225494	CONCERT.TV
Serial Number:	78945345	GENERAL ADMISSION
Serial Number:	78942001	GO LIVE
Serial Number:	78317204	WHO WAS YOUR FIRST

CORRESPONDENCE DATA

Fax Number: (212)944-8093
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 646 327-8772
 Email: ls@laurencesinger.com
 Correspondent Name: Laurence Singer
 Address Line 1: 46-60 156th Street
 Address Line 4: Flushing, NEW YORK 11355

OP \$165.00 78500802

NAME OF SUBMITTER:	Laurence Singer
Signature:	/Laurence Singer/
Date:	03/30/2009
Total Attachments: 3 source=MagRack_Concert_Assignment#page1.tif source=MagRack_Concert_Assignment#page2.tif source=MagRack_Concert_Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of January 21, 2009 (this "**Assignment**"), is made by The Concert Network, Inc., a Delaware corporation ("**Assignor**"), in favor of Concert TV, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Assignor and Mag Rack Entertainment, Inc. have entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of the date hereof, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee all of its right, title and interest in and to the Intellectual Property Assets, including (without limitation) the trademarks and service marks set forth on Schedule A hereto (the "**Assigned Marks**"), in accordance with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and agrees as follows:

1. Assignor does hereby irrevocably sell and transfer to Assignee, its successors, assigns and other legal representatives, all of its right, title and interest throughout the world in and to: (a) each of the Assigned Marks and all applications and registrations relating thereto; (b) the goodwill of the business symbolized by and associated with the Assigned Marks, including, without limitation, the exclusive rights to (x) apply for and maintain all registrations, renewals and/or extensions thereof, (y) bring actions and recover damages for infringement hereafter arising, and (z) grant licenses or other interests therein; (c) all income, royalties, damages, claims and payments hereafter due or payable with respect to any of the foregoing; and (d) all causes of action, either in law or in equity, hereafter arising for infringement of any of the foregoing.

2. Each party agrees to execute any and all instruments, agreements and documents, and to take any and all actions, as the other party may reasonably request, as may be required to give effect to this Assignment, it being agreed that such other party shall bear the costs and expenses incurred by the non-requesting party in connection with the preparation, execution and delivery of such instruments, agreements and documents.

3. The provisions of Article VII of the Purchase Agreement shall apply to this Assignment mutatis mutandis.

4. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature page to follow]

SCHEDULE A**Trademarks**

Trademark	Application Number	Owner of Record and Beneficial Owner	Status	Goods and Services
CONCERT NETWORK LOGO	78500802	The Concert Network, Inc.	Registered	Entertainment services, namely programming, production, and distribution of television programs via broadcast, cable, satellite television and the Internet
CONCERT ON DEMAND	78180378	The Concert Network, Inc	Registered/ Cancellation Pending	Entertainment services, namely programming, production, and distribution of live and on-demand television programs via broadcast, cable, satellite television, audio and video media, and a global computer network
CONCERT.TV	77225494	The Concert Network, Inc	Registered	Entertainment services, namely programming, production, and distribution of television programs via broadcast, cable, satellite television and the Internet
GERNERAL ADMISSION	78945345	The Concert Network, Inc	Allowed	Entertainment programming featuring interviews with musicians and others in the music field
GO LIVE	78942001	The Concert Network, Inc	Allowed	Online music and concert information; television programming in the field of music and concert information
WHO WAS YOUR FIRST	78317204	The Concert Network, Inc	Allowed	Entertainment services, namely, programming, production and distribution of television programs via broadcast, cable, and satellite television, audio and video media and the Internet

TRADEMARK**RECORDED: 03/30/2009****REEL: 003961 FRAME: 0573**