

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The ManiaTV Network, Inc.		04/03/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	m incorporated		
<b>Doing Business As:</b>	DBA maniaTV		
<b>Street Address:</b>	3387 Xanthia Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80238		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75583782	MANIATV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)377-1816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	917-312-5032		
<b>Email:</b>	dcmassey@aol.com		
<b>Correspondent Name:</b>	m incorporated		
<b>Address Line 1:</b>	3387 Xanthia Street		
<b>Address Line 4:</b>	Denver, COLORADO 80238		
<b>NAME OF SUBMITTER:</b>	Drew Massey		
<b>Signature:</b>	/Drew Massey/		
<b>Date:</b>	04/14/2009		
<b>Total Attachments: 1</b>			

OP \$40.00 75583782

**900131654**

**TRADEMARK  
 REEL: 003970 FRAME: 0106**



**Asset Purchase & Clean Rights Agreement**

This agreement is between Drew Massey (the "Buyer") and The ManiaTV Network on behalf of its secured creditor Comerica (the "Sellers").

**Acknowledgement**

The Sellers acknowledge that the bank Comerica has foreclosed on the assets of The ManiaTV Network, and therefore have exclusive rights to all items being sold.

The Sellers acknowledge that the company has attempted to maximize the value of all assets as much as possible, including hiring an investment bank to sell the company, hiring a third party to try to sell the assets, and now attempting to sell as many assets as possible directly to interested parties. The Sellers acknowledge that the company has contacted dozens of interested parties for each of these attempts at maximizing value in the assets.

The Sellers acknowledge that prior to the Buyer buying these assets, several other offers have failed to materialize and that the Buyer is for all intents and purposes the last possible buyer. The Buyer is not in any way receiving any favorable advantage to buy these assets as all other opportunities have been exhausted.

**Assets Sale & Purchase**

The purchase price for recognizing a clean title to assets and acquiring new assets is \$10,000. All Title and Rights for all assets are automatically passed to the Buyer upon signing of this document. The delivery of payment and the delivery of all physical assets will take place as mutually agreed upon as quickly as possible. The clean title and assets included in the purchase price include:

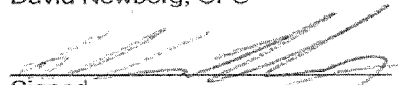
1. Equipment: All non-leased physical equipment located in the Denver collocation facility (less 4 servers previously sold). This includes, but is not limited to Dell Servers & Storage Systems, Cisco Switch, and Foundry Load Balancer.
2. The ManiaTV Brand: All logos, non-show name trademarks, URLs, presentations, and station IDs.

**Authorization**

Sellers agree that they have the Title to these assets and the right to sell and assign all rights to the Buyer. Buyer agrees to take assets as-is.

**Sellers**

The ManiaTV Network, Inc.  
David Newberg, CFO

  
Signed \_\_\_\_\_  
4-3-09  
Date \_\_\_\_\_

**Buyer**  
Drew Massey

Signed \_\_\_\_\_  
Date \_\_\_\_\_