

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
Des Talk, Inc.		04/09/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	News India USA, LLC
Street Address:	18 North Third Avenue
City:	Highland Park
State/Country:	NEW JERSEY
Postal Code:	08904
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78501571	DESI TALK

CORRESPONDENCE DATA

Fax Number: (908)810-6631
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 908-964-2485
 Email: lzambrio@olenderfeldman.com
 Correspondent Name: Kurt Olender
 Address Line 1: OlenderFeldman
 Address Line 2: 2840 Morris Avenue
 Address Line 4: Union, NEW JERSEY 07083

NAME OF SUBMITTER:	Louis Zambrio
Signature:	/Louis Zambrio/
Date:	05/14/2009

Total Attachments: 7

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**TRADEMARK
 REEL: 003987 FRAME: 0063**

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made as of April 9, 2009 by and among Desi Talk, Inc. and News India (U.S.A.), Inc. (collectively, the "Assignor") and News India USA, LLC (the "Company").

WHEREAS, it is a condition to the Asset Purchase Agreement, between the Assignor and the Company, that the Assignor agreed to transfer to the Company all intellectual property related to the Business.

NOW, THEREFORE, in consideration of, among other things, the payment by the Company of the purchase price and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Intellectual Property Rights.** Through this instrument, the Assignor hereby sells, grants, conveys and assigns to the Company, in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's right, title and interests in and to the assigned intellectual property, including all rights of the Assignor under all United States, Federal, State or other "Governmental Authority" (as defined below), copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature, as set forth on Schedule A, attached hereto ("**Intellectual Property**"). The foregoing assignment of rights by the Assignor to the Company is all inclusive and is without reservation of any right, title, interest or use, whether now existing or subsequently arising. Assignor sells, transfers, conveys, assigns and delivers to the Company and the Company accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used in connection with the business of the Assignor, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.

2. **Assignment of Trademarks.** The Assignor sells, transfers, conveys, assigns and delivers to the Company and the Company accepts all right, title and interest of the Assignor in and to (i) the trademarks set forth in Schedule B, attached hereto, ("**Trademarks**") (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

3. **Assignment of Domain Names.** The Assignor sells, transfers, conveys, assigns and delivers to the Company and the Company accepts all right, title and interest of the Assignor in and to the domain names and registrations therefor set forth in Schedule C, attached hereto ("**Domain Names**").

4. **Further Instruments.** The Assignor shall execute, acknowledge and deliver to the Company, within five (5) days of the Company's request for the same, such further instruments and documents as the Company may request from time to time to facilitate registration of any filings or record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Company's exclusive rights to exploit the products identified in this Assignment, to exercise all the rights arising under this Assignment anywhere in the world.

5. **Governmental Authority Definitions.** For purposes of this Assignment, the following terms shall have the following meanings: (i) the term "United States" shall mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "Other Nations" shall mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "Supra-National Authority" shall mean the European Union, the United Nations, the World Court, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement or Tariffs and Trade, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Assignment; and (iv) the term "Governmental Authority" shall mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

6. **Power of Attorney.** Assignor hereby constitutes and appoints the Company the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor, but on behalf of and for the benefit of the Company: (i) to assign the Intellectual Property, Trademarks and Domain Names to the Company; (ii) to demand and receive from time to time any and all of the Intellectual Property, Trademarks and Domain Names and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (iii) to institute, prosecute, compromise and settle any and all actions or proceedings that the Company may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property, Trademarks and Domain Names; (iv) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property, Trademarks and Domain Names; and (v) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iv) as the Company shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Assignor in any manner or for any reason.

7. **Binding Effect.** This Assignment is binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Assignor, and its successors and assigns. This Assignment supersedes any prior understandings, written agreements or

oral arrangements between the parties which concerns the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties, and no alteration or modification of any this Assignment's provisions will be valid unless made in a written instrument which all the parties sign.

8. Applicable Law. The laws of the State of New Jersey shall govern all aspects of this Assignment, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and the Company caused this Assignment to be duly executed as of the date first written above.

News India USA, LLC

By: Shweta Parlekar
Name:
Title:

Desi Talk, Inc.

By: Prakash Parolekar
Name:
Title:

News India (U.S.A.), Inc.

By: Prakash Parolekar
Name:
Title:

**Schedule A
Intellectual Property**

Service Mark: News India Times

**Schedule B
Trademarks**

Word Mark: DESI TALK
Serial Number 78501571
Filing Date: October 18, 2004
Registration No.: 3092409

Schedule C
Domain Names

www.desitalk.com

www.newsindia-times.com