

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
CSE VMA LLC		08/11/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	InterMedia Vibe Holdings, LLC		
Street Address:	113 E. 125th St.		
Internal Address:	Second Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10035		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78711675	MOBILE VIBE	
Serial Number:	78625633	VIBE	
Serial Number:	78851566	VIBE ON THE STREETS	
Serial Number:	78851632	VIBE REVOLUTIONS	
Serial Number:	78851648	VIBE REVOLUTIONS	
Serial Number:	78851662	VIBE REVOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0603		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733603		
Email:	lsilber@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Lindsay N. Silber		
Address Line 1:	1285 Avenue of the Americas		

CH \$165.00 78711675

900141574

**TRADEMARK
 REEL: 004050 FRAME: 0358**

Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18556-014
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	08/21/2009
Total Attachments: 2 source=vibe tm assignment itu#page1.tif source=vibe tm assignment itu#page2.tif	

ITU TRADEMARK ASSIGNMENT

This Assignment is made this 11th day of August, 2009, by CSE VMA LLC, a Delaware limited liability company ("Assignor") having a principal place of business at 4445 Willard Ave., 12th Floor, Chevy Chase, MD 20815, to InterMedia Vibe Holdings, LLC, a Delaware limited liability company ("Assignee"), having a principal place of business at 113 E 125th St., Second Floor, New York, New York 10035.

WHEREAS, Assignor, having a *bona fide* intention to use in its business the trademark(s) identified on Schedule A attached hereto (the "Trademarks") and has filed with the United States Patent and Trademark Office the application(s) for registration of such Trademarks identified on Schedule A;

WHEREAS, Assignor has transferred to Assignee all of its business to which the Trademarks pertain; and

WHEREAS, Assignee, being the successor of all of the business of Assignor to which the Trademarks pertain, desires all rights, title and interest in and to the Trademarks, together with any goodwill of the business connected with the use of and symbolized by the Trademarks and the Registration Applications.

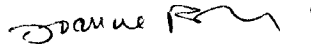
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, without cost to the Assignor, all rights, title, and interest in and to the Trademarks and the Registration Applications therefor, together with any goodwill of the business connected with the use of and symbolized by the Trademarks and the right to prosecute and recover monetary damages for past, present and future infringements or other violations of the Trademarks.

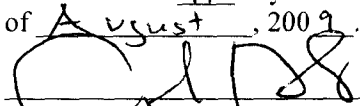
FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee Assignor's rights in and to the Trademarks.

IN WITNESS WHEREOF the Assignor has executed this instrument.

Dated: August 11, 2009

ASSIGNOR

By: 
Name: Joanne Fungaroli
Title: Authorized Signatory

SUBSCRIBED AND SWORN TO
before me this 11th day
of August, 2009.

Notary Public



Angela DiSomma
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
October 18, 2009

Schedule A

Intent to Use Trademark Registration Applications (United States)

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
MOBILE VIBE	78/711675	09/13/2005
VIBE	78/625633	05/09/2005
VIBE ON THE STREETS	78/851566	03/31/2006
VIBE REVOLUTIONS	78/851632	03/31/2006
VIBE REVOLUTIONS	78/851648	03/31/2006
VIBE REVOLUTIONS	78/851662	03/31/2006