

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Club Media Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 17, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Utrex Media Corp.

Internal

Address: _____

Street Address: 210 Route 4 East, Suite 211

City: Paramus

State: New Jersey

Country: USA

Zip: 07652

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Nevada
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1997162; 1590842; 1062218

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Club Confidential (Reg. No. 1997162); Club International (Reg. No. 1590842); Club (Reg. No. 1062218)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Donald S. Engel

Internal Address: _____

Street Address: 71 Atherton Avenue

City: Atherton

State: California

Zip: 94027

Phone Number: (650) 325-3312

Fax Number: (650) 325-3317

Email Address: dse@engelengel.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 28, 2009

Date

Donald S. Engel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 1997162

Trademark Assignment

This Trademark Assignment is dated as of 17 August, 2009 (the "Assignment") between Club Media Inc., a Delaware corporation doing business at 27 Glen Road, 3rd Floor, Sandy Hook, Connecticut 06482 ("Assignor") and Utrex Media Corp., a Nevada corporation doing business at 210 Route 4 East, Suite 211, Paramus, NJ 07652 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and listed in Schedule A (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A, and the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks in the U.S. and Canada, together with any goodwill associated therewith and which is symbolized thereby.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States and Canada whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks, and to issue all Renewals for said trademarks to Assignee, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

CLUB MEDIA INC., Assignor



Name: M.P.W. QUINN
Title: PRESIDENT AND SECRETARY

17 August 2009

Date

Schedule A

Part 1: Registered Trademarks

Country	Class Status	Mark	Serial No.	Reg. No.	Specification of goods/services
U.S.A.	Active	Club Confidential	75010476	1997162	adult entertainment magazines
U.S.A.	Active	Club International	73781716	1590842	entertainment magazines
U.S.A.	Active	Club	73072282	1062218	entertainment magazines

Part 2: Unregistered Trademarks

Country	Trademark
Canada	Club
Canada	Club Confidential
Canada	Club International

TRADEMARK

REEL: 004051 FRAME: 0400

RECORDED: 08/31/2009