

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
Club Media Inc.		08/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Utrex Media Corp.		
Street Address:	210 Route 4 East, Suite 211		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1997162	CLUB CONFIDENTIAL	
Registration Number:	1590842	CLUB INTERNATIONAL	
Registration Number:	1062218	CLUB	
CORRESPONDENCE DATA			
Fax Number:	(201)488-3884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(201) 343-7775		
Email:	goldbergpat@earthlink.net		
Correspondent Name:	Richard M. Goldberg		
Address Line 1:	25 East Salem Street, Suite 419		
Address Line 4:	Hackensack, NEW JERSEY 07601		
ATTORNEY DOCKET NUMBER:	218/3/062		
NAME OF SUBMITTER:	Richard M. Goldberg		
Signature:	/Richard M. Goldberg/		

OP \$90.00 1997162

Date:

08/31/2009

Total Attachments: 3

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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.

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL

Barker Gillette LLP
11-12 Wigmore Place
London W1U 2LU
DX 9033 West End

TRADEMARK
REEL: 004054 FRAME: 0970

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