

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
Complex Media Holdings, LLC		11/25/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Complex Media, Inc.		
Street Address:	40 West 23rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78137242	COMPLEX	
Serial Number:	78137232	COMPLEX	
Serial Number:	77042699	COMPLEX	
CORRESPONDENCE DATA			
Fax Number:	(215)689-4602		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.981.4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	121811.6		
NAME OF SUBMITTER:	Michael J. Leonard		

OP \$90.00 78137242

Signature:	/michael leonard/
Date:	12/02/2009
Total Attachments: 5 source=Complex Media Holdings to Complex Media Inc TM Assignment#page1.tif source=Complex Media Holdings to Complex Media Inc TM Assignment#page2.tif source=Complex Media Holdings to Complex Media Inc TM Assignment#page3.tif source=Complex Media Holdings to Complex Media Inc TM Assignment#page4.tif source=Complex Media Holdings to Complex Media Inc TM Assignment#page5.tif	

EXHIBIT B-3

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November 25, 2009 (this "Trademark Assignment") and is made by Complex Media Holdings, LLC, a New Jersey limited liability company (the "Assignor") to Complex Media, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor has certain rights, title and interest in and to the registered or unregistered trademarks and/or service marks shown on Schedule A hereto, together with the good will of the business symbolized thereby and including without limitation all applications and/or registrations for such trademarks and/or service marks shown on Schedule A (such trademarks, service marks, applications and registrations and any common law rights in each case therein, the "Marks"); and

WHEREAS, pursuant to the terms of that certain Contribution, Merger and Joint Venture Agreement by and among OnNetworks, Inc., a Delaware corporation, the Assignee, the Assignor, and New Complex Acquisitions, Inc., a Delaware corporation, of even date herewith (the "Contribution Agreement"), the Assignor assigned to the Assignee all of the Assignor's right, title and interest in and to the Marks, together with the good will of the business symbolized thereby;

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

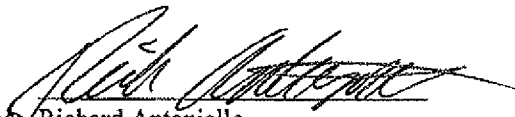
1. Assignment. The Assignor hereby irrevocably grants, transfers, assigns and conveys to the Assignee all of its right, title and interest in and to the Marks, together with the good will of the business symbolized thereby.
2. Right to Sue for Past Infringement. The Assignor also assigns to Assignee all claims for damages by reason of past infringement or misappropriation of the Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of the Assignee's successors, assigns or other legal representatives.
3. Cooperation. The Assignor (at the Assignee's expense) agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by the Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of the Assignee, its successors and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

COMPLEX MEDIA HOLDINGS, LLC

By: 
Name: Richard Antonello
Title: Member/Authorized Person

ASSIGNEE:

COMPLEX MEDIA, INC.

By: _____
Name: Brian Kelley
Title: Secretary

State of New York
County of New York

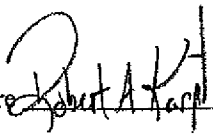
On _____ before me, Robert A. Karpf

personally appeared Richard Antonello, Member/Authorized Person of Complex Media Holdings, LLC who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROBERT A. KARPF
Notary Public, State of New York
No. 02KA6170099
Qualified in New York County
Commission Expires July 02, 2011

Signature 

(Seal)

[Signature Page to Trademark Assignment - Contribution]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

COMPLEX MEDIA HOLDINGS, LLC

By: _____
Name: Richard Antonello
Title: Member/Authorized Person

ASSIGNEE:

COMPLEX MEDIA, INC.

By: Brian Kelley
Name: Brian Kelley
Title: Secretary

State of _____)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

[Signature Page to Trademark Assignment - Contribution]

Schedule A to Exhibit B-3

See attached.

Complex Media THC, LLC

Trademark Image Report
Status: ACTIVE

Printed: 9/23/2009 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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COMPLEX

AUSTRALIA	COMP.0016	6/21/2002	917281	12/1/2003	917281	REGISTERED	16,42
CANADA	COMP.0020	6/21/2002	1363854	1/9/2009	TMA731992	REGISTERED	35
CANADA	COMP.0018	6/21/2002	1363853	9/26/2007	TMA697370	REGISTERED	16,42
JAPAN	COMP.0015	6/26/2002	053060/2002	2/28/2003	4648815	REGISTERED	16,41
UNITED STATES	COMP.0013	6/19/2002	78/137,242	11/9/2004	2,902,217	REGISTERED	41
UNITED STATES	COMP.0014	6/19/2002	78/137,232	7/20/2004	2,865,652	REGISTERED	16
UNITED STATES	COMP.0001	11/13/2006	77/042,699			ALLOWED	25

COMPLEX INDUSTRIES

MEXICO	COMP.0007	12/3/2002	578231	8/13/2003	803,816	REGISTERED	16
MEXICO	COMP.0008	12/3/2002	578233	9/29/2003	807965	REGISTERED	41
SOUTH KOREA	COMP.0004	11/12/2002	40-2002-0051959	1/20/2004	40-0572258	REGISTERED	16
SOUTH KOREA	COMP.0005	11/12/2002	40-2002-0051960	2/27/2004	40-0575786	REGISTERED	25

COMPLEX MAGAZINE

EUROPEAN UNION (CT	COMP.0011	11/25/2002	002948107	9/9/2004	002948107	REGISTERED	25
JAPAN	COMP.0003	6/26/2002	053061/2002	6/27/2003	4686360	REGISTERED	16,41
MEXICO	COMP.0010	12/3/2002	578236	9/17/2003	807639	REGISTERED	41
MEXICO	COMP.0009	12/3/2002	578234	8/15/2003	804427	REGISTERED	16
SOUTH KOREA	COMP.0006	11/12/2002	40-2002-0051961	9/6/2004	40-0592422	REGISTERED	25

COMPLEX MEDIA

AUSTRALIA	COMP.0017	8/22/2001	886670	12/9/2002	886670	REGISTERED	09,16,25 35,42
EUROPEAN UNION (CT	COMP.0012	8/28/2001	002356558	10/24/2002	002356558	REGISTERED	09,16,25 35,42
JAPAN	COMP.0019	8/24/2001	076812/2001	6/27/2003	4686327	REGISTERED	09,16,25 35,41,42

END OF REPORT

TOTAL ITEMS SELECTED = 19

RECORDED: 12/02/2009

TRADEMARK
REEL: 004106 FRAME: 0498