

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hamptons Media, LLC		09/29/2006	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hamptons Media, LLC		
<b>Street Address:</b>	901 N. Green Valley Parkway, Suite 210		
<b>City:</b>	Henderson		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89074		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2786201	HAMPTONS MAGAZINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(702)949-8383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(702) 949-8200		
<b>Email:</b>	TRADEMARKS2-LASVEGAS@LRLAW.COM		
<b>Correspondent Name:</b>	Linda M. Norcross		
<b>Address Line 1:</b>	3993 Howard Hughes Parkway, Suite 600		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89169		
<b>ATTORNEY DOCKET NUMBER:</b>	55094-00002		
<b>NAME OF SUBMITTER:</b>	Linda M. Norcross		
<b>Signature:</b>	/Linda M. Norcross/		
<b>Date:</b>	02/08/2010		

CH \$40.00 2786201

Total Attachments: 6

source=Hamptons Assgn#page1.tif

source=Hamptons Assgn#page2.tif

source=Hamptons Assgn#page3.tif

source=Hamptons Assgn#page4.tif

source=Hamptons Assgn#page5.tif

source=Hamptons Assgn#page6.tif

## ASSIGNMENT

This ASSIGNMENT is made and entered into as of the 29th day of September, 2006, by and between Hamptons Media, LLC, a New York limited liability company ("Assignor"), and Hamptons Media, LLC, a Nevada limited liability company ("Assignee").

## RECITALS

A. Assignor is a wholly-owned subsidiary of Niche Media, LLC, a New York limited liability company ("Niche"), and this Assignment is made pursuant to that certain Member's Interest Purchase Agreement, of even date herewith, by and among Niche, the members of Niche, as the Sellers, the subsidiaries of Niche, including Assignor, and Greenspun Media Group, LLC, a Nevada limited liability company ("GMG"), as the Purchaser (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Assignor is obligated to contribute to Assignee all of its Assets (other than its Excluded Assets) and its Assumed Liabilities.

## AGREEMENT

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

1. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, without representation, warranty or recourse by Assignee of any kind except as expressly set forth in the Purchase Agreement, all of Assignor's right, title and interest in and to the Assets (other than its Excluded Assets) and its Assumed Liabilities.

2. Assignee hereby accepts the foregoing contribution, assignment, transfer, conveyance and delivery, and acknowledges and agrees that they are being made without representation, warranty or recourse except as expressly set forth in the Purchase Agreement, and specifically assumes all of the said Assumed Liabilities.

3. This Assignment is made pursuant to the Purchase Agreement and is subject to all of the terms and conditions of the Purchase Agreement (including the representations, warranties, covenants and obligations of the Sellers and the Existing Holdings Entities), all of which shall, if and to the extent set forth in the Purchase Agreement, survive the execution and delivery of this instrument and shall not be deemed merged herein.

4. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable conflict of Law. If any portion of this instrument shall become or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, for any reason, the remaining portions of this Assignment shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

6. Assignor and Assignee agree to execute and deliver any further documents or instruments reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7. This Assignment may be executed in counterparts, and all such counterparts, together, shall constitute a single instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Hamptons Media, LLC,  
a New York limited liability company

By: Niche Media, LLC, a New York  
limited liability company, its sole  
member

By:

  
Jason Binn, CEO

ASSIGNEE:

Hamptons Media, LLC,  
a Nevada limited liability company

By: Hamptons Media, LLC, a New York  
limited liability company, its sole  
member

By: Niche Media, LLC, a New  
York limited liability  
company, its sole member

By:

  
Jason Binn, CEO

Greenspun Media Group, LLC  
Agrees that the terms of the assignment and  
assumption are to be deemed incorporated  
into the Purchase Agreement as if set forth  
therein.

GREENSPUN MEDIA GROUP, LLC

By: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Hamptons Media, LLC,  
a New York limited liability company

By: Niche Media, LLC, a New York  
limited liability company, its sole  
member

By: \_\_\_\_\_  
Jason Binn, CEO

ASSIGNEE:

Hamptons Media, LLC,  
a Nevada limited liability company


By: Hamptons Media, LLC, a New York  
limited liability company, its sole  
member

By: Niche Media, LLC, a New  
York limited liability  
company, its sole member

By: \_\_\_\_\_  
Jason Binn, CEO

Greenspun Media Group, LLC  
Agrees that the terms of the assignment and  
assumption are to be deemed incorporated  
into the Purchase Agreement as if set forth  
therein.

GREENSPUN MEDIA GROUP, LLC

By:   
Brian Greenspun, Manager



HAMPTONS MAGAZINE	IC:016 Magazine in the fields of fashion, nightlife, entertainment art, ecology restaurants, travel and music.	78013038	2,786,201	6/16/2000	11/25/2003	Hamptons Media, LLC
----------------------	--	----------	-----------	-----------	------------	---------------------