

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/16/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Channel M, Inc.		10/30/2009
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PlayNetwork, Inc.		
Street Address:	8727 - 148th Avenue N.E.		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2317477	CHANNEL M
	Registration Number:	2890610	CHANNEL M
CORRESPONDENCE DATA			
Fax Number:	(310)461-1304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-461-1340		
Email:	choderker.dorie@verizon.net		
Correspondent Name:	Dorie Choderker		
Address Line 1:	1901 Avenue Of The Stars		
Address Line 2:	Second Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	PLAYNETWORK - CHANNEL M		
NAME OF SUBMITTER:	Dorie Choderker		

OP \$65.00 2317477

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**TRADEMARK
 REEL: 004148 FRAME: 0736**

Signature:	/Dorie Choderker/
Date:	02/12/2010
Total Attachments: 7 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 30, 2009, is made by Channel M, Inc., a Delaware corporation ("Seller") in favor of PlayNetwork, Inc., a Washington corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Seller and Buyer, dated as of October 16, 2009 (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "IP Assets"):
 - (a) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;
 - (b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- (e) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
 3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
 4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
 5. Governing Law. This IP Assignment shall be governed by the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CHANNEL M, INC.

By: DA

Name: David Teicher

Title: Executive Chairman

Address for Notices:

15301 Ventura Blvd. 4th Fl., #200
Sherman Oaks, CA 91403

AGREED TO AND ACCEPTED:

PLAYNETWORK, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CHANNEL M, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

AGREED TO AND ACCEPTED:

PLAYNETWORK, INC.

By: LA TIL

Name: LOW TROXEL

Title: CEO

Address for Notices:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

EXHIBIT A

SCHEDULES

Schedule 1 - Trademarks

Schedule 2 - Copyrights

SCHEDULE 1

TRADEMARKS

"Channel M" federally registered trademarks, serial numbers 75192629 and 75192630

SCHEDULE 2
COPYRIGHTS

None.

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