

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Intelligent Media Corporation d/b/a Prime Point Media | | 02/09/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Prime Point LLC | | |
| Street Address: | 50 First Street | | |
| Internal Address: | Suite 600 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94105 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2828493 | PRIME POINT MEDIA | |
| Registration Number: | 3646194 | PRIMECASTING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)515-6969 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-326-0180 | | |
| Email: | ALangsam@pryorcashman.com | | |
| Correspondent Name: | Andrew S. Langsam | | |
| Address Line 1: | 7 Times Square | | |
| Address Line 2: | Pryor Cashman LLP | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 11562 | | |
| NAME OF SUBMITTER: | Andrew S. Langsam | | |

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**TRADEMARK
 REEL: 004154 FRAME: 0630**

| | |
|--|--------------------|
| Signature: | /andrew s langsam/ |
| Date: | 02/23/2010 |
| Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and delivered this 9th day of February, 2010 by and between Intelligent Media Corporation, D/B/A Prime Point Media, a Delaware corporation ("Seller") and Prime Point LLC, a Delaware limited liability company ("Buyer"), pursuant to that certain Asset Purchase Agreement dated as of December 7, 2009 (the "Purchase Agreement"), by and among OutdoorPartner Media Corporation, an Ontario corporation, Seller, Buyer, Brite Media Group LLC, a Delaware limited liability company and certain individuals. Capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and on the terms of and subject to the rights and conditions of the Purchase Agreement and effective as of Closing, Seller hereby bargains, sells, grants, assigns, transfers, conveys and delivers unto Buyer, its successors and assigns:

(i) All of Seller's right, title and interest in and to the Intellectual Property including, but not limited to, the Intellectual Property listed on Schedule 1 attached hereto; and

(ii) All of the goodwill associated with the Intellectual Property referenced in item (i) above.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

This Assignment is given without any warranty, express or implied, except as specifically set forth in the Purchase Agreement.

This Assignment shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns.


The validity, interpretation and performance of this Assignment shall be governed and construed in accordance with the internal laws of the State of New York, without regard to its principles of conflicts of laws.

This Assignment may be executed in multiple counterparts, all of which together shall for all purposes constitute one and the same instrument.

This Assignment and the Purchase Agreement set forth the entire understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

INTELLIGENT MEDIA CORPORATION

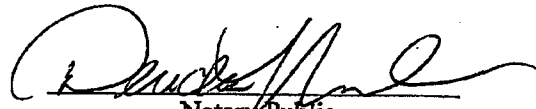
By: 
Name: GRANT CONNELLY
Title: AUTHORIZED PERSON

[Intellectual Property Assignment]

STATE OF Georgia)
COUNTY OF Gwinnett) ss.:

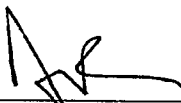
On this 4th day of February, 2010, before me personally came Grant Connelly, to me known, who, being by me duly sworn, did depose and say that he/she is authorized person of Intelligent Media Corporation, the corporation described in and which executed the above instrument; that he/she knows the seal of said company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.




Notary Public

IN WITNESS WHEREOF, and intending to be legally bound hereby, Buyer has caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

PRIME POINT LLC

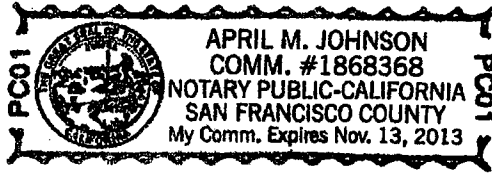
By:  _____
Name: Art Baer
Title: Chief Financial Officer


[Intellectual Property Assignment]

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STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 04th day of February, 2010, before me personally came **Art Baer**, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Prime Point LLC, the limited liability company described in and which executed the above instrument; that he knows the seal of said limited liability company; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Managing Member of said limited liability company, and that he signed his name thereto by like order.





Notary Public

[Intellectual Property Assignment]

SCHEDULE 1

| <u>Service Mark</u> | <u>Registration Number</u> | <u>Date Registered</u> |
|----------------------------|-----------------------------------|-------------------------------|
| Prime Point Media | 2828493 | March 30, 2004 |
| PrimeCasting | 3646194 | June 30, 2009 |

[Intellectual Property Assignment]