

TRADEMARK ASSIGNMENT

Electronic 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
Scratch Holdings, LLC	FORMERLY Scratch Media Productions, LLC	03/08/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Scratch Media Properties, LLC		
Street Address:	434 6th Ave., 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3080102	SCRATCH DJ ACADEMY	
Registration Number:	3064081	SCRATCH DJ ACADEMY	
Registration Number:	3360118	SCRATCH DJ ACADEMY	
Serial Number:	77742955	SCRATCH DJ ACADEMY	
Serial Number:	77742970	SCRATCH DJ ACADEMY	
Registration Number:	3077080	SCRATCH DJ ACADEMY	
Registration Number:	2799499	SCRATCH DJ ACADEMY	
Registration Number:	2943147	SCRATCH DJ ACADEMY	
Registration Number:	3080103	SCRATCH DJ ACADEMY	
Registration Number:	3398855	SCRATCH DJ ACADEMY	
Serial Number:	77743025	SCRATCH DJ ACADEMY	
Serial Number:	77743015	SCRATCH DJ ACADEMY	
Registration Number:	3344608	SCRATCH DJ ACADEMY	
Registration Number:	2820752	SCRATCH DJ ACADEMY	

CH \$415.00 3080102

Registration Number:	3142529	SCRATCH DJ ACADEMY
Registration Number:	3492298	SCRATCH & BURN

CORRESPONDENCE DATA

Fax Number: (678)553-2212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 678-553-2100
Email: atltrademark@gtlaw.com
Correspondent Name: Kristen L. Fancher, Esq.
Address Line 1: 3290 Northside Parkway, Suite 400
Address Line 2: Greenberg Traurig, LLP
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	123750.020000
NAME OF SUBMITTER:	Kristen L. Fancher
Signature:	/kristen l fancher/
Date:	03/09/2010

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Scratch Holdings, LLC, f/k/a Scratch Media Productions, LLC (“Assignor”), a New York limited liability company with an address at 434 6th Avenue, 2nd Floor, New York, New York 10011, is the owner of the trademark applications and registrations described in Exhibit A hereof, which is incorporated herein by reference (collectively, the “Marks”);

WHEREAS, Assignor is the owner of the URLs described in Exhibit B hereof, which is incorporated herein by reference (“Domain Names”; and together with the Marks, the “Intellectual Property”);

WHEREAS, Scratch Media Properties, LLC (“Assignee”), a Delaware limited liability company with an address at 434 6th Avenue, 2nd Floor, New York, New York 10011, the owner of an ongoing and existing business and successor of the business of the Assignor to which the Intellectual Property pertains, is desirous of acquiring any and all rights that Assignor may have in and to the Intellectual Property and the applications and registrations therefor, together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, along with the right to recover damages and profits for past infringements thereof;


NOW, THEREFORE, for good and valuable consideration, Assignor agrees as follows:

1. **Trademark Assignment.** Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee the entire worldwide right, title and interest in and to the Marks, including any and all trademark applications and registrations therefor, and any and all common law rights therein, in the United States and throughout the world, together with that part of the goodwill of the business connected with the use of the Marks and symbolized by the Marks, along with the right to pursue claims and recover damages and profits for past infringements thereof.

2. **Domain Name Assignment.** Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee the entire worldwide right, title and interest in and to the Domain Names, along with any, if any, trademark, service mark, logo, copyright and/or other intellectual property rights held by Assignor associated with the Domain Names. Immediately following the execution of this Assignment, Assignor shall institute a request with the applicable domain name registrar to have the Domain Names transferred into Assignee’s account. Such transfer shall be deemed complete when Assignor receives confirmation that the Domain Names have been placed in Assignee’s domain name account and is reflected in the public WHO-IS records.


3. Other Documents. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Intellectual Property in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

**SCRATCH HOLDINGS, LLC, f/k/a
SCRATCH MEDIA PRODUCTIONS, LLC**

By: 
Name: Rob Principe
Title: Managing Member and Chief Executive Officer

Date: 3/8/10





Sworn to and subscribed before me
This 8 day of March, 2010.






Notary Public



EXHIBIT A
The Marks

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>
SCRATCH DJ ACADEMY	United States	76483654	3080102	9
SCRATCH DJ ACADEMY	United States	76483655	3064081	16
SCRATCH DJ ACADEMY	United States	76483656	3360118	18
SCRATCH DJ ACADEMY	United States	77742955		25
SCRATCH DJ ACADEMY	United States	77742970		28
SCRATCH DJ ACADEMY	United States	76483659	3077080	35
SCRATCH DJ ACADEMY	United States	76444189	2799499	41
SCRATCH DJ ACADEMY	United States	76483660	2943147	41
	United States	76483661	3080103	9
	United States	76483663	3398855	18
	United States	77743025		25
	United States	77743015		28

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Class</u>
	United States	76483666	3344608	35
	United States	76444190	2820752	41
	United States	76483667	3142529	41
SCRATCH & BURN	United States	77381343	3492298	41
SCRATCH DJ ACADEMY	Canada	1166390		9, 16, 25, 41
SCRATCH DJ ACADEMY	European Union	3031689	3031689	9, 16, 25, 41
SCRATCH DJ ACADEMY	Japan	2003-012465	4748194	9
SCRATCH DJ ACADEMY	Japan	2003-012466	4691182	16
SCRATCH DJ ACADEMY	Japan	2003-012467	4713646	25
SCRATCH DJ ACADEMY	Japan	2003-012468	4709999	41
SCRATCH DJ ACADEMY	Malaysia	2010-001396		41