

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 |
| Boy Genius Report, Inc. | | 04/23/2010 | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | Mail.com Media Corporation | | |
| Street Address: | 9800 S. La Cienega Blvd. | | |
| Internal Address: | Suite 100 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90301 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3560515 | BOY GENIUS | |
| Registration Number: | 3563844 | BOY GENIUS REPORT | |
| Registration Number: | 3557316 | BGR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)860-0830 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | els@elswansonlaw.com | | |
| Correspondent Name: | Elizabeth Swanson, Esq. | | |
| Address Line 1: | 9454 Wilshire Blvd. | | |
| Address Line 2: | Suite 500 | | |
| Address Line 4: | Beverly Hills, CALIFORNIA 90212 | | |
| ATTORNEY DOCKET NUMBER: | 10-870 | | |
| NAME OF SUBMITTER: | Elizabeth Swanson | | |

OP \$90.00 3560515

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**TRADEMARK
 REEL: 004233 FRAME: 0764**

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|---|---------------------|
| Signature: | /Elizabeth Swanson/ |
| Date: | 06/29/2010 |
| Total Attachments: 6 source=Asset Purchase Agreement Redacted#page1.tif source=Asset Purchase Agreement Redacted#page2.tif source=Asset Purchase Agreement Redacted#page3.tif source=Asset Purchase Agreement Redacted#page4.tif source=Asset Purchase Agreement Redacted#page5.tif source=Asset Purchase Agreement Redacted#page6.tif | |

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of April 23, 2010, (the "Effective Date"), by and among Mail.com Media Corporation, a Delaware corporation, with offices at 9800 S. La Cienega Boulevard, Suite 100, CA 90301 ("Purchaser"), Jonathan Geller, an individual residing in Connecticut ("JG"), and Boy Genius Report, Inc. a Connecticut corporation ("Seller"), each individually a "Party" and collectively the "Parties."

RECITALS

A. **WHEREAS**, Seller presently operates an online website under the name "Boy Genius Report", (the "Business"), which is located at www.boygeniusreport.com (the "Domain");

B. **WHEREAS**, Seller desires to sell to Purchaser the Purchased Assets, and Purchaser desires to purchase the Purchased Assets;

C. **WHEREAS**, promptly after the Closing, the Purchaser intends to contribute (the "Purchaser Contribution") the Purchased Assets to BGR, Media LLC ("Company");

D. **WHEREAS**, promptly after the Purchaser Contribution, the Company and JG are agreeing pursuant to that certain Asset Purchase and Contribution Agreement among Company, JG, and Seller (the "APCA") to be executed at the same time as the execution of this Agreement (the "Purchase and Contribution Agreement") to have JG sell and contribute to Company all assets (the "JG Assets") related to the Business owned by JG; and

E. **WHEREAS**, the Parties intend that the Purchased Assets and the JG Assets together constitute all of the assets associated with the Business;

F. **WHEREAS**, the Parties intend to enter into all of the above agreements and transactions to effectuate the sale of all or substantially all of the assets, as outlined in the agreements, held by Seller and JG, in relation to the Business (the "Transaction").

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all right, title and interest in and to the Purchased Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party. For purposes of this Agreement, the term "Purchased Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller used or held for use by Seller in the

Business. Without limiting the generality of the foregoing, the Purchased Assets shall include, but are not limited to:

(a) All of Seller's right, title and interest in and to all registered and unregistered statutory and common law trademarks, service marks, trade dress, trade names and other designations of source, origin, sponsorship, endorsement or certification relating to the Business, together with all registrations, renewals and applications therefore, and all goodwill associated therewith (the "Marks"), including, without limitation, the Marks listed on Exhibit A attached hereto;

(b) Any and all rights and title to the commercial use of the names (i) "Boy Genius" "BGR", and "Boy Genius Report", and (ii) any combination of the words "Boy", "Genius", and/or "Report" (the "BGR Tradenames")

(c) Without limiting Section 1(a) or Section 1(b), any and all rights and title to the commercial use or inclusion of the names described above in Section 1(b) within a design, logo or mark;

(d) All ownership right, title, and interest in and to the internet domain www.boygeniusreport.com (the "Domain") and all domain registrations or extensions thereof, as defined in Exhibit C (the "Domains");

(e) All works of authorship and content created, used or held for use by Seller in the Business, including but not limited to: video material, written and pictorial content feeds, images, audio, stories, interviews, and any and all other materials or content existing in whole or part (including works in process) on the Closing Date, whether such content is archived, stored, published, or created in raw unedited formats, or has been edited, reduced to writing, or stored electronically (collectively, the "Archive"). The Archive shall be delivered to Purchaser in a format reasonably defined by Purchaser;

(f) All registered and unregistered copyrights in or relating to the Archive or any part thereof or otherwise used or held for use by Seller in the Business;

(g) Customer lists, historical customer data, customer contact information including, but not limited to, email addresses, mailing addresses, phone numbers, and all other customer-related materials or information possessed by Seller;

(h) Contact lists for all contacts and sources used in the Business, including, but not limited to, email addresses, mailing addresses, phone numbers, and all other customer-related materials or information possessed by Seller, excluding certain key "source" contacts, whose number shall not exceed ten;

(i) All rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset that relate to the Business;

(j) All contracts to which Seller is a party that relates to the Business (the "Acquired Contracts") as defined in Exhibit F;

(k) All goodwill of the Business owned by Seller, it being acknowledged that certain associated goodwill is owned by JG; and

(l) All other intellectual property and assets of Seller used or held for use in the Business, including any and all ownership or rights to logos, patents and copyrights.

For the purpose of clarification, Seller and Purchaser agree that as of the Closing Date, all rights and title in and to all of the Purchased Assets shall be exclusive to and owned solely by Purchaser, and following the Closing, it shall be a breach of this Agreement and a violation of Purchaser's intellectual property and other rights for Seller to use, copy, distribute, redistribute, sell, license, sub-license or otherwise display or allow others to display or use any of the Purchased Assets, except as expressly authorized by Purchaser.

Notwithstanding the foregoing, Seller is not selling and Purchaser is not purchasing pursuant to this Agreement, and the term "Purchased Assets" shall not include, any of the following assets:

(a) Seller's rights under this Agreement and the consideration received by Seller pursuant to this Agreement;

(b) Seller's cash, accounts receivables, or deferred revenue as of the Closing; and

(c) Seller's rights under any insurance policies currently in effect and any right to receive tax refunds.

2. Closing.

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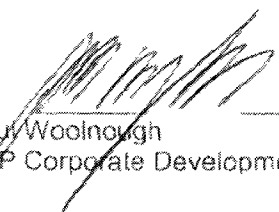
21 INTENTIONALLY

OMITTED.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

Mail.com Media Corporation
(Purchaser)

Boy Genius Report, Inc.
(Seller)

By: 
Paul Woolnough
EVP Corporate Development

By: 
Jonathan Geller
President

Jonathan Geller

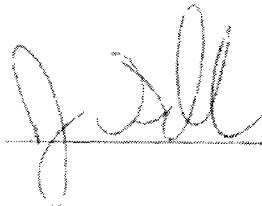


EXHIBIT A

TRADEMARKS, TRADENAMES AND SERVICE MARKS ("MARKS")

Registered Trademarks, Tradenames and Service Marks:

| Mark | Registration Number | Registration Date | Type Of Mark | Serial Number | Published for Opposition |
|-------------------|---------------------|-------------------|--------------|---------------|--------------------------|
| Boy Genius | 3560515 | January 13, 2009 | Service Mark | 77484669 | October 28, 2008 |
| Boy Genius Report | 3563844 | January 20, 2009 | Service Mark | 77484649 | November 4, 2008 |
| BGR | 3557316 | January 6, 2009 | Service Mark | 77484643 | October 21, 2008 |