

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mail.com Media Corporation		04/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BGR Media, LLC		
Street Address:	9800 S. La Cienega Blvd.		
Internal Address:	Suite 100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90301		
Entity Type:	LIMITED LIABILITY COMPANY: 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: 0816**

Signature:	/Elizabeth Swanson/
Date:	06/29/2010
Total Attachments: 4 source=Asset Purchase And Contribution Agreement Redacted#page1.tif source=Asset Purchase And Contribution Agreement Redacted#page2.tif source=Asset Purchase And Contribution Agreement Redacted#page3.tif source=Asset Purchase And Contribution Agreement Redacted#page4.tif	

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

THIS ASSET PURCHASE AND CONTRIBUTION AGREEMENT (the "Agreement") is made as of April 23, 2010, (the "Effective Date"), by and among BGR Media, LLC, a Delaware LLC ("Company"), and Jonathan Geller, an individual residing in Connecticut ("JG"), , and Boy Genius Report, Inc. a Connecticut corporation ("BGR") each individually a "Party" and collectively the "Parties."

RECITALS

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

B. **WHEREAS**, prior to the Closing, the Parties expect Mail.com Media Corporation ("MMC") to purchase (the "MMC Purchase") certain assets (the "BGR Assets") from BGR pursuant to that certain Asset Purchase Agreement by and among Mail.com Media Corporation, JG and BGR to be executed at the same time as the execution of this Agreement (the "MMC APA");

C. **WHEREAS**, prior to the Closing, the Parties expect MMC to contribute the BGR Assets to the Company;

D. **WHEREAS**, JG desires to sell in part and contribute in part to Company the Transferred Assets, and Company desires to purchase and receive the Transferred Assets, as defined in Section 1(c); and

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

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. Transfer of Assets.

(a) Purchase and Sale of Assets. In exchange for the cash consideration paid to JG hereunder, JG hereby sells to Company seventy-five percent (75%) of all right, title and interest in and to the Transferred Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party.

(b) Contribution of Assets. In exchange for 2,500 Class A Units of the Company, JG hereby contributes to Company twenty-five percent (25%) of all right,

title and interest in and to the Transferred Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party.

(c) For purposes of this Agreement, the term "Transferred Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of JG used or held for use by JG in the Business. Without limiting the generality of the foregoing, the Transferred Assets shall include, but are not limited to all of the goodwill of the Business owned by JG.

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

2. Closing. ;

PAGES 3 THROUGH

15 INTENTIONALLY

OMITTED.

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

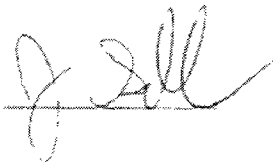
BGR Media, LLC
(Company)

By:  _____

Boy Genius Report, Inc.
(BGR)

By:  _____
Jonathan Geller
President

Jonathan Geller

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BGR Asset Purchase and Contributor Agreement Signature Page