

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor name from "ZIFF DAVIS MEDIA, INC." to "ZIFF DAVIS PUBLISHING HOLDINGS, INC." previously recorded on Reel 003924 Frame 0070. Assignor(s) hereby confirms the Assignment of the entire interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ziff Davis Publishing Holdings, Inc.		01/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UGO Entertainment, Inc.		
Street Address:	300 West 57th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2927044	1UP	
CORRESPONDENCE DATA			
Fax Number:	(212)649-2035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bfitzpatrick@hearst.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	300 West 57th St.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	CORRECTIVE ASSIGN-1UP		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
Signature:	/Bridgette Fitzpatrick/		

CH \$40.00 2927044

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**TRADEMARK
 REEL: 004247 FRAME: 0101**

Date:

07/22/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of January 6, 2009 by and between Ziff Davis Publishing Holdings Inc., a subsidiary of Ziff Davis Media Inc., a Delaware corporation, and UGO Entertainment, Inc., a Delaware corporation ("Assignee").

WHEREAS, Ziff Davis Media Inc., through its wholly-owned subsidiary, Ziff Davis Publishing Inc. is the owner of all right, title and interest in the trademarks, and registrations for such trademarks, described on Schedule A attached hereto (collectively with all other trademarks relating primarily to the Business, the "Marks");

WHEREAS, Ziff Davis Media Inc. and Assignee have entered into that certain Asset Purchase Agreement dated as of January 6, 2009 (the "Purchase Agreement"), pursuant to which Ziff Davis Media Inc. has agreed to assign to Assignee certain assets, including without limitation, assignment of: (a) the Marks; and (b) any goodwill of the business associated with the Marks;

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Ziff Davis Media Inc., both for itself and on behalf of its wholly-owned subsidiary, Ziff Davis Publishing Inc. (hereinafter collectively referred to as the "Assignor") wishes to assign Assignor's entire right, title and interest in and to the Marks of Ziff Davis Publishing Inc., together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with (i) any goodwill of the business associated with the Marks, including any renewals of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, (ii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks, (iii) all rights to sue for past, present and future infringements or misappropriations of the Marks and (iv) all rights in the trade dress, labels and designs associated with the Marks.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of registrations indicated on Schedule A and to issue the same to the Assignee in accordance with the terms of this instrument.

Assignor agrees that, as reasonably requested by Assignee, Assignor will sign all lawful papers, make all rightful oaths, and generally take all other actions that may be necessary for securing, perfecting, completing, or vesting in Assignee full right, title and interest to the Marks.

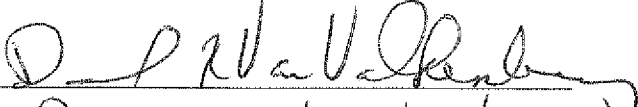
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

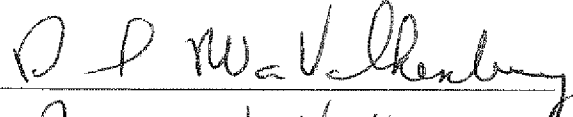
[signature page follows]

IN WITNESS THEREOF, the parties hereto have executed this Assignment as of the date first above written.

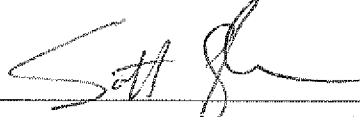
ZIFF DAVIS MEDIA INC.

By: 
Name: David R. Van Valkenburg
Title: President

ZIFF DAVIS PUBLISHING HOLDINGS INC.

By: 
Name: David R. Van Valkenburg
Title: President

UGO ENTERTAINMENT, INC.

By: 
Name: Scott English
Title: SVP

SCHEDULE A

Trademark	Country Name	Registration Date	Registration Number
1UP	China	04/20/07	4071862
1UP	China	04/20/07	4071863
1UP	European Community	06/14/05	3565298
1UP	United States of America	05/10/05	2947996
1UP	United States of America	02/15/05	3168090
1UP.COM AND DESIGN	United States of America	11/07/06	2927044
THE 1UP SHOW	United States of America	08/14/07	3279161
GAZERK	United States of America	07/17/07	3266421

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