

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
Real Savvy Media, Inc.		04/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Disney Online		
Street Address:	500 South Buena Vista Street		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91521		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78777402	REAL MOMS, REAL STORIES, REAL SAVVY	
Serial Number:	78777429	REAL MOMS, REAL STORIES, REAL SAVVY	
Serial Number:	78777409	REAL SAVVY	
Serial Number:	78777415	REAL SAVVY MOMS	
Serial Number:	78777419	REAL SAVVY MOMS	
Serial Number:	78777424	REAL SAVVY MOMS	
CORRESPONDENCE DATA			
Fax Number:	(818)848-6424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818-560-6636		
Email:	trademarks@disney.com		
Correspondent Name:	Kevin Daley		
Address Line 1:	500 South Buena Vista Street		
Address Line 4:	Burbank, CALIFORNIA 91521		
ATTORNEY DOCKET NUMBER:	DIMG		

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~~TRADEMARK~~
REEL: 004263 FRAME: 0926

NAME OF SUBMITTER:	Carolyn Giron
Signature:	/Carolyn Giron/
Date:	08/19/2010
Total Attachments: 5 source=Real Savvy Media & D. Online Assignment#page1.tif source=Real Savvy Media & D. Online Assignment#page2.tif source=Real Savvy Media & D. Online Assignment#page3.tif source=Real Savvy Media & D. Online Assignment#page4.tif source=Real Savvy Media & D. Online Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

Effective as of the 14 day of April 2010, for the consideration set forth in that certain Asset Purchase Agreement dated as of the same date as written above (the "Purchase Agreement") by and among Real Savvy Media, Inc., a Delaware corporation ("Assignor") to Disney Online, a California corporation ("Assignee") and the Principals named therein. Assignors do hereby sell, assign, transfer, and convey to Assignee all worldwide rights, title and interest in and to, and to the use of, the trade names, logos, trademarks, trade dress and service marks identified on Schedule A attached hereto and incorporated herein, and all registrations and applications for registration of the foregoing, the goodwill and business symbolized thereby, and the applications and/or registrations thereof identified in said Schedule A (all of which are collectively referred to as the "Marks"). together with the right to recover for past acts of infringement of the Marks.

Assignor is conveying to Assignee good, valid and marketable title to all the Marks, free and clear of all liens and encumbrances; provided however, that this Assignment is subject in all respects to the provisions of the Purchase Agreement and is not intended in any way to supersede, modify or qualify any provision of the Purchase Agreement.

Assignor hereby covenants and agrees that they will, at the request of Assignee and without further consideration, execute and deliver, and will cause their employees and agents to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, Assignee, its successors and assigns, good, clear, record and marketable title to the Marks, and to put Assignee in actual possession thereof, to assist Assignee exercising all rights with respect thereto and to carry out the purpose and intent of the Purchase Agreement.

Assignee may hereafter file and prosecute such applications, maintain such registrations, and take such action to enforce and defend the rights hereby acquired by Assignee as Assignee in its sole discretion deems appropriate.

The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

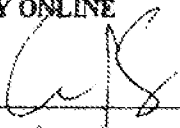
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have affixed their signatures this as of the date first written above.

Assignor:
REAL SAVVY MEDIA, INC.

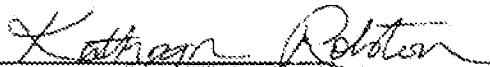
By: _____
Name:
Title:

Assignee:
DISNEY ONLINE

By:  _____
Name: Laurence J. Shapiro
Title: Executive Vice President

IN WITNESS WHEREOF, the undersigned have affixed their signatures this as of the date first written above.

Assignor:
REAL SAVVY MEDIA, INC.

By: 
Name: KATHRYN ROLSTON
Title: CEO

Assignee:
DISNEY ONLINE

By: _____
Name:
Title:

Schedule A

Trade-Mark	Owner	Status	Goods
<p>REAL MOMS, REAL STORIES, REAL SAVVY</p> <p>Application No. 78/777,402</p> <p>Registration No. 3,482,242</p>	<p>Real Savvy Media, Inc.</p>	<p>Registered on August 5, 2008</p>	<p>Educational services, namely, ongoing television programs featuring information on health and parenting, in International Class 41</p>
<p>REAL MOMS, REAL STORIES, REAL SAVVY</p> <p>Application No. 78/777,429</p> <p>Reg. No. 3,541,911</p>	<p>Real Savvy Media, Inc.</p>	<p>Registered on December 2, 2008</p>	<p>Prerecorded CD-ROMs featuring information on health, lifestyle, fitness, education for children, parenting and music, in International Class 9</p>
<p>REAL SAVVY</p> <p>Application No. 78/777,409</p> <p>Registration No. 3,665,119</p>	<p>Real Savvy Media, Inc.</p>	<p>Registered on August 4, 2009</p>	<p>Educational services, namely conducting seminars and workshops in the field of health and parenting; entertainment services, namely, ongoing television programs featuring information on health and parenting; providing information in the field of parenting concerning education of children via a website, in International Class 41</p> <p>Providing health information via a website; providing information in the field of parenting concerning the health of children via a website, in International Class 44</p> <p>Providing information in the field of parenting concerning the safety of children via a website, in International Class 45</p>

Trade-Mark	Owner	Status	Goods
<p>REAL SAVVY MOMS</p> <p>Application No. 78/777,415</p> <p>Registration No. 3,455,418</p>	<p>Real Savvy Media, Inc.</p>	<p>Registered on June 24, 2009</p>	<p>Educational services, namely conducting seminars and workshops in the field of health and parenting; entertainment services, namely, ongoing television programs featuring information on health and parenting; providing information in the field of parenting concerning education of children via a website, in International Class 41</p> <p>Providing health information via a website; providing information in the field of parenting concerning the health of children via a website, in International Class 44</p> <p>Providing information in the field of parenting concerning the safety of children via a website, in International Class 45</p>
<p>REAL SAVVY MOMS</p> <p>Application No. 78/777,419</p>	<p>Real Savvy Media, Inc.</p>	<p>Registration Pending</p>	<p>Books, magazines, pamphlets, and brochures featuring information on health and parenting, in International Class 16</p>
<p>REAL SAVVY MOMS</p> <p>Application No. 78/777,424</p> <p>Registration No. 4,432,961</p>	<p>Real Savvy Media, Inc.</p>	<p>Registered on May 20, 2008</p>	<p>Sound and video recordings featuring information on health, lifestyle, fitness, education for children, parenting and music; prerecorded CD-ROMs featuring information on health, lifestyle, fitness, education for children, parenting and music, in International Class 9</p>