

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
The Nielsen Company (US), LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	e5 Global Media, LLC		
Street Address:	770 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2928422	SMOOTH JAZZ	
CORRESPONDENCE DATA			
Fax Number:	(203)327-1096		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	203-324-6155		
Email:	ccobb@ssjr.com		
Correspondent Name:	Gene S. Winter		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	05340-T0014A		
NAME OF SUBMITTER:	Gene S. Winter		
Signature:	/Gene S. Winter/		

OP \$40.00 2928422

900169810

**TRADEMARK
 REEL: 004263 FRAME: 0982**

Date:

08/19/2010

Total Attachments: 6

source=Assignment to e5 Global Media, LLC#page1.tif

source=Assignment to e5 Global Media, LLC#page2.tif

source=Assignment to e5 Global Media, LLC#page3.tif

source=Assignment to e5 Global Media, LLC#page4.tif

source=Assignment to e5 Global Media, LLC#page5.tif

source=Assignment to e5 Global Media, LLC#page6.tif

ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of the 31st day of December, 2009 (the "Effective Date"), is between The Nielsen Company (US), LLC, a Delaware limited liability company ("Assignor") and e5 Global Media, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks described on Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignee and certain other parties, including the parent of Assignor, are parties to a certain Asset Purchase Agreement, dated as of December 7, 2009 (the "Purchase Agreement"), whereby Assignee acquired certain assets and liabilities; and

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign all of its rights, title and interest with respect to the Trademarks to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademarks.

NOW, THEREFORE, in consideration of the transactions contemplated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks and the goodwill of the business with which the Trademarks are used, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement.

2. Further Assurances. At the reasonable request of either party and without further consideration, the other party shall execute and deliver such other instruments of assignment and assumption and take such other actions as may be necessary to effect the intent of this Agreement.

3. Covenants and Representations. The Trademarks are transferred "AS IS" and Assignor makes no representations or warranties with respect to the Trademarks. For the avoidance of doubt, (i) this Assignment is provided separate and apart from the obligations, covenants, representations and warranties contemplated in the Purchase Agreement, (ii) Parent (as defined in the Purchase Agreement) shall have no obligations and makes no covenants, representations or warranties (including without limitation indemnification obligations) under the Purchase Agreement with respect to the transactions contemplated hereby and (iii) except as expressly set forth herein, Assignor shall have no obligations and makes no covenants,

representations or warranties (including without limitation indemnification obligations) with respect to the transactions contemplated hereby.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws other than those of the State of New York.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

THE NIELSEN COMPANY (US), LLC
(Assignor)

E5 GLOBAL MEDIA, LLC
(Assignee)

By: *Harrie Slack*
Name: *Harrie Slack*
Title: *V.P.*

By: _____
Name:
Title:

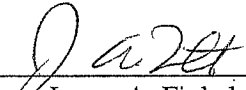
11/15/2011 10:11:11 AM

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

THE NIELSEN COMPANY (US), LLC
(Assignor)

E5 GLOBAL MEDIA, LLC
(Assignee)

By: _____
Name:
Title:

By:  _____
Name: James A. Finkelstein
Title: Chairman

Schedule A
Trademarks

Common Law Marks

Any and all worldwide common law rights that Assignor holds in or to the following marks:

MOST INCREASED
POWER PLAYLISTS
NEW & ACTIVE
CHRISTIAN AC INDICATOR
SOFT AC/INSPIRATIONAL
CHRISTIAN CHR

Registered Marks

Country	Mark	Registrant	Application Number	Registration Number
Australia	R&R (and Design)	The Nielsen Company (US), LLC	761,746	761,746
Canada	COMPACT DATA	The Nielsen Company (US), LLC	603,078	TMA 365,715
Canada	R & R	The Nielsen Company (US), LLC	1,207,267	TMA 648,807
Canada	R&R and Design	The Nielsen Company (US), LLC	1,206,769	TMA 704,057
European Community	R&R (and Design)	The Nielsen Company (US), LLC	721,530	721,530
Mexico	Radio & Musica	Radio & Records, Inc.	453,754	682,771
United States	ADULT STANDARDS	The Nielsen Company (US), LLC	75/838,907	2,358,926
United States	AOR	The Nielsen Company (US), LLC	73/551,737	1,408,432
United States	AOR TRACKS	The Nielsen Company (US), LLC	73/551,839	1,408,433
United States	COUNTRY INDICATOR	The Nielsen Company (US), LLC	75/763,238	2,390,633
United States	GOING FOR ADDS	The Nielsen Company (US), LLC	78/359,082	2,956,131
United States	GOING FOR ADDS	The Nielsen Company (US), LLC	78/260,238	3,030,814
United States	GOING FOR ADDS RADIO	The Nielsen Company (US), LLC	78/369,460	3,102,376
United States	MOST ADDED	The Nielsen Company (US), LLC	73/148,541	1,125,082

United States	ON THE RADIO	The Nielsen Company (US), LLC	75/763,240	2,351,049
United States	R & R	The Nielsen Company (US), LLC	73/449,295	1,436,373
United States	ON THE RECORD	The Nielsen Company (US), LLC	75/763,241	2,351,050
United States	R&R (and Design)	The Nielsen Company (US), LLC	75/489,056	2,354,520
United States	R&R TODAY	The Nielsen Company (US), LLC	77/513,374	3,586,155
United States	RADIO & RECORDS	The Nielsen Company (US), LLC	73/159,272	1,149,767
United States	SMOOTH JAZZ	The Nielsen Company (US), LLC	78/316,079	2,928,422
United States	STREET TALK	The Nielsen Company (US), LLC	73/148,539	1,125,081