

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gems TV Holdings Ltd.		05/14/2010	Exempted Company: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Multimedia Commerce Group, Inc.		
<b>Street Address:</b>	190 Hayfield Drive		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37922		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3447259	GEMSTV	
Registration Number:	3594926	GEMSTV	
Registration Number:	2610909	THAIGEM.COM	
Registration Number:	2528741	THAIGEM.COM	
Registration Number:	3039071	THAIGEM.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5135621401		
<b>Email:</b>	mhurst@kmklaw.com		
<b>Correspondent Name:</b>	J. Michael Hurst		
<b>Address Line 1:</b>	One East Fourth Street, Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	AC0330-MA0002		

OP \$140.00 3447259

NAME OF SUBMITTER:	J. Michael Hurst
Signature:	/j. michael hurst/
Date:	09/24/2010
Total Attachments: 4 source=Gems TM Assignment#page1.tif source=Gems TM Assignment#page2.tif source=Gems TM Assignment#page3.tif source=Gems TM Assignment#page4.tif	

## CONFIRMATORY TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of July 1, 2010, by and between GEMS TV HOLDINGS LTD., an exempted company incorporated in the Cayman Islands ("Assignor"), and MULTIMEDIA COMMERCE GROUP, INC., a Tennessee corporation ("Assignee").

WHEREAS, Assignor was the owner of all right, title and interest in and to the trademarks attached hereto on Schedule 1, together with the goodwill of the business symbolized by the trademarks;

WHEREAS, pursuant to the Investment Agreement between the Assignor and Assignee dated as of May 14, 2010 (the "Agreement"), Assignor has assigned all right, title and interest in the Transferred Intellectual Property (as defined by reference therein) throughout the world, including any and all trademarks and trademark applications listed on the attached Schedule 1, and all goodwill of the business symbolized thereby (collectively referred to as the "Trademarks");

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Transferred Intellectual Property, including the Trademarks, and the parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

WHEREAS, Assignor and Assignee now desire to confirm said assignment and transfer of said trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:


1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business thereby, including all rights of action arising from the trademarks, all claims for damages by reason of past infringement and the right to sue and collect damages for such infringements, including all proceeds therefrom, and the right to bring an action at law or in equity for any other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating thereto, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

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


4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the parties' rights and interests in the Transferred Intellectual Property.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

GEMS TV HOLDINGS LTD.

By:   
Name: Jason Choo Choon Wai  
Title: Chairman

MULTIMEDIA COMMERCE GROUP, INC.

By:   
Name: Charles A. Wagner III  
Title: Vice Chairman

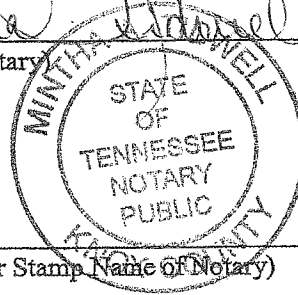
Patent Assignment

STATE OF Tennessee )  
 ) ss.  
COUNTY OF Knox )

Before me, the undersigned authority, on this 30<sup>th</sup> day of June, 2000  
personally appeared Charles A. Wagner III known to me as the person whose  
name is subscribed to the foregoing instrument and acknowledged to me that he executed the  
same for the purposes and consideration therein expressed, in the capacity state, and with  
authority to act in this assignment on behalf of the Assignee.

\_\_\_\_\_  
Notary Public

Minda Adair  
(Signature of Notary)



\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Patent Assignment

**Schedule 1  
Trademarks**

Trademark	Serial No.	App. Date	Reg. No.	Reg. Date	Status
GEMSTV	78/980055	11/16/2005	3,447,259	06/10/2008	Registered
GEMSTV	78/755222	11/16/2005	3,594,926	03/24/2009	Registered
THAIGEM.COM	76/187241	12/28/2000	2,610,909	08/20/2002	Registered
THAIGEM.COM	76/187242	12/28/2000	2,528,741	01/08/2002	Registered
THAIGEM.COM (Design)	76/571402	01/22/2004	3,039,071	01/10/2006	Registered