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
PureVolume Inc.		02/23/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Buzzmedia
Street Address:	6464 West Sunset Blvd., Suite 650
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90028
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3186827	PUREVOLUME
Registration Number:	3217405	PUREVOLUME
Registration Number:	3186826	PUREVOLUME.COM
Registration Number:	3186828	PUREVOLUME.COM
Registration Number:	3222040	PUREVOLUME.COM

CORRESPONDENCE DATA

Fax Number: (650)938-5200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(650) 988-8500 Phone:

Email: trademarks@fenwick.com

Correspondent Name: Hoang-chi Truong Address Line 1: 801 California Street, Address Line 2: Silicon Valley Center

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24630-0070-1991		
NAME OF SUBMITTER:	Hoang-chi Truong		
Signature:	/hoangchitruong/		
Date:	01/11/2011		
Total Attachments: 6 source=Assignment - PureVolume to Buzzmedia#page1.tif source=Assignment - PureVolume to Buzzmedia#page2.tif source=Assignment - PureVolume to Buzzmedia#page3.tif source=Assignment - PureVolume to Buzzmedia#page4.tif source=Assignment - PureVolume to Buzzmedia#page5.tif source=Assignment - PureVolume to Buzzmedia#page5.tif			

TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "Assignment") is made and entered into as of February 23, 2010 by and among PureVolume Inc. (Formerly known as Unborn Media Inc.), a Massachusetts corporation (the "Assignor") and BUZZMEDIA, a California corporation ("Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the "Purchase Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used in the conduct of the Assignor's business, including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

2. <u>Miscellaneous</u>. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

[SIGNATURE PAGE NEXT]

1

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

PUREVOLUME INC.

BUZZMEDIA

By: By: By: Name: Tyler Goldman

Title: CEO Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

PUREVOLUME INC.	BUZZMEDIA
By:	By:
Name:	Name: Tyler Goldman
Title:	Title: Chief Executive Officer

day and year above written.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark Assignment

REGISTERED TRADEMARKS

PUREVOLUME (Live)

Word Mark: PUREVOLUME; Registration Number: 3217405; Registration Date: March 13, 2007; Type of Mark: SERVICE MARK

Goods and Services: IC 041. US 100 101 107. G & S: entertainment services in the nature of organizing and conducting live musical events. FIRST USE: 20040730. FIRST USE IN COMMERCE: 20040730

PUREVOLUME.COM (Live)

Word Mark: <u>PUREVOLUME.COM</u>; Registration Number: 3222040; Registration Date: March 27, 2007; Type of Mark: SERVICE MARK

Goods and Services: IC 042. US 100 101. G & S: Computer services, namely, hosting online web facilities for others for organizing and conducting online meetings, gatherings and interactive discussions; and computer services in the nature of customized web pages featuring user-defined information, personal profiles and information. FIRST USE: 20031130. FIRST USE IN COMMERCE: 20031130

PUREVOLUME.COM (Live)

Word Mark: <u>PUREVOLUME.COM</u>; Registration Number: 3186828; Registration Date: December 19, 2006; Type of Mark: SERVICE MARK

Goods and Services: IC 038. US 100 101 104. G & S: Providing on-line chat rooms and electronic bulletin boards for transmission of messages among users in the field of general interest; Streaming of audio material on the Internet. FIRST USE: 20031130. FIRST USE IN COMMERCE: 20031130

PUREVOLUME (Live)

Word Mark: PUREVOLUME; Registration Number: 3186827; Registration Date: December 19, 2006; Type of Mark: TRADEMARK

Goods and Services: IC 014. US 002 027 028 050. G & S: Ornamental pins. FIRST USE: 20030630. FIRST USE IN COMMERCE: 20030630

PUREVOLUME.COM (Live)

Word Mark: <u>PUREVOLUME.COM</u>; Registration Number: 3186826; Registration Date: December 19, 2006; Type of Mark: TRADEMARK

Goods and Services: IC 025. US 022 039. G & S: Hats; Jackets; Shirts. FIRST USE: 20050228. FIRST USE IN COMMERCE: 20050228

PUREVOLUME.COM (Live)

Word Mark: <u>PUREVOLUME.COM</u>; Registration Number: 3186826; Registration Date: December 19, 2006; Type of Mark: TRADEMARK

Goods and Services: IC 025. US 022 039. G & S: Hats; Jackets; Shirts. FIRST USE: 20050228. FIRST USE IN COMMERCE: 20050228

UNREGISTERED TRADEMARKS Pure Volume

DWNLD.FM

TRADEMARK REEL: 004451 FRAME: 0297

RECORDED: 01/11/2011