

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
ZODIAK MEDIA (CENTRAL) LIMITED		01/01/2011	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ZODIAK MEDIA UK LIMITED		
Street Address:	The Gloucester Building, Kensington Village		
Internal Address:	Avonmore Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W14 8RF		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3706357	WIFE SWAP	
Registration Number:	3160818	WIFE SWAP	
CORRESPONDENCE DATA			
Fax Number:	(212)536-3901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-848-4000		
Email:	nwtrademarks@klgates.com		
Correspondent Name:	Andrew J. Hollander		
Address Line 1:	K&L GATES LLP		
Address Line 2:	10th Floor, One Newark Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	1303831.00028		
DOMESTIC REPRESENTATIVE			

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**TRADEMARK
 REEL: 004510 FRAME: 0921**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Beata White
Signature:	/Beata White/
Date:	03/30/2011
Total Attachments: 3 source=Zodia Media (Central) Limited to Zodiak Media UK Limited#page1.tif source=Zodia Media (Central) Limited to Zodiak Media UK Limited#page2.tif source=Zodia Media (Central) Limited to Zodiak Media UK Limited#page3.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement is made this 1st day of January 2011

BETWEEN:

- (1) Zodiac Media (Central) Limited, a corporation organised and existing under the laws of England and Wales, of The Gloucester Building, Kensington Village, Avonmore Road, London W14 8RF, United Kingdom
(hereinafter the "Assignor");

AND

- (2) Zodiac Media UK Limited, a corporation organised and existing under the laws of England and Wales, of The Gloucester Building, Kensington Village, Avonmore Road, London W14 8RF, United Kingdom
(hereinafter the "Assignee")

(together, the "Parties")

WHEREAS:

- A. the Assignor is the proprietor of the trade mark applications and registrations, details of which are set out in the Schedule hereto and form part of this assignment ("The Trade Marks"); and
- B. The Assignor did on the above date, assign all rights, title, interest and property in The Trade Marks, together with all ancillary rights relating thereto including goodwill to the Assignee upon the following terms; .

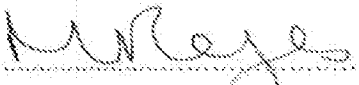
IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREUNDER THE PARTIES HEREBY INTEND AND AGREE THAT:

1. In consideration of the sum of £1 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms that as of January 1, 2011, the Assignor assigns and transfers to the Assignee the following:
- (i) all of Assignor's rights, title, interest and property in and to The Trade Marks with full title guarantee;
 - (ii) the benefit of application(s) for registration of any trademarks by the Assignor with the intention that when said application(s) are granted, the registration of such application(s) shall be made under the name of the Assignee, and the right, title and interest in and to such registered Trademarks shall be owned by the Assignee;
 - (iii) the full and exclusive benefit of The Trade Marks and the full and exclusive benefit of any common law rights and all the goodwill attaching to The Trade Marks, including all forms of protection and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions;

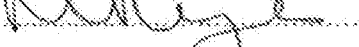
- (iv) the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of The Trade Marks and other forms of protection relating to the goodwill in the United Kingdom whether committed before or after the date of this Assignment.
- 2. the Assignor covenants with the Assignee that it has the right to assign to the Assignee the full legal and beneficial title in and to The Trade Marks including the benefit of any application(s) for registration; and
- 3. with effect from January 1, 2011, ownership of all The Trade Marks are vested absolutely with the Assignee.
- 4. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of The Trade Marks and of the property rights hereby assigned; (b) fully and effectively vest the same in the Assignee; and (c) formally register the Assignee's title in the same at any relevant Patent Office.
- 3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
- 4. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
- 5. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

IN WITNESS whereof the parties have executed this document on the first date above written.

SIGNED BY
For and On behalf of
ZODIAK MEDIA (CENTRAL)
LIMITED

Signature 
Full Name MARK ROGERS
Position CHIEF LEGAL & COMMERCIAL OFFICER

SIGNED BY
For and On behalf of
ZODIAK MEDIA UK
LIMITED

Signature 
Full Name MARK ROGERS
Position CHIEF LEGAL & COMMERCIAL OFFICER

SCHEDULE

Country	Title	Official No	Classes	Registration Date	Filing Date
United Kingdom	BANZAI	2420811A	38	23-Nov-2007	03-May-2006
United States of America	WIFE SWAP	3706357	41	03-Nov-2009	24-Jun-2008
United States of America	WIFE SWAP	3160818	25	17-Nov-2006	27-May-2005

1211000; GPO; CPO