

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
	TouchTone Amusements, Inc.		04/18/2011
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	USNetwork		
Street Address:	2722 Eastlake Avenue E		
City:	Seattle		
State/Country:	WAKE ISLAND		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3163879	1-800-CLUB-LOVE
CORRESPONDENCE DATA			
Fax Number:	(206)299-0477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2066173040		
Email:	sean@focallaw.com		
Correspondent Name:	Sean M. McChesney		
Address Line 1:	800 Fifth Avenue		
Address Line 2:	Suite 4100		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Sean M. McChesney		
Signature:	/smm/		
Date:	04/23/2011		
Total Attachments: 4 source=ClubLove - Fully Executed#page1.tif source=ClubLove - Fully Executed#page2.tif source=ClubLove - Fully Executed#page3.tif source=ClubLove - Fully Executed#page4.tif			

OP \$40.00 3163879

**DOMAIN NAMES, TRADEMARK AND TELEPHONE NUMBER
PURCHASE AND TRANSFER AGREEMENT**

This domain names, trademark and telephone number purchase and transfer agreement ("Agreement"), is entered into by and between USNetwork LLC ("Purchaser"), and TouchTone Amusements, Inc ("Seller"), and is effective as of the later of the dates set forth beneath the signatures of the parties.

RECITAL

Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller all of Seller's right, title, and interest in and to (i) the domain names set forth in Schedule A (the "Domains"); (ii) the trademark and service mark 1-800-CLUB-LOVE (the "Mark"); and (iii) the United States trademark registration for the Mark (Reg. No. 3163879) (the "Registration"); and

In connection with the sale and purchase of the Domains, the Mark and the Registration, Seller wishes to transfer to Purchaser, and Purchaser wishes to acquire from Seller, all related assets necessary to fully exploit the Domains, the Mark and the Registration, including the phone number 800-258-2568 (the "Number").

The parties therefore agree as follows:

AGREEMENT

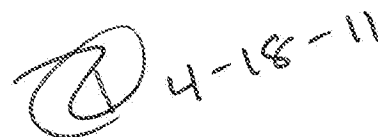
1. For good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers, assigns, and otherwise conveys to Purchaser, all of Seller's right, title, and interest in and to the following:

- a. the Domains;
- b. the Mark;
- c. the goodwill associated with the Mark;
- d. the Registration;
- e. all rights to proceeds arising from the Mark, including, without limitation, any claim Seller had or has against third parties for past, present, or future infringement of the Mark; and
- f. the Number

2. Purchaser shall remit to Seller upon execution of this Agreement the sum of thirty-five thousand dollars (\$35,000.00) (the "Consideration") in consideration for the transfer of the: (i) the Domains, including, but not limited to, any right to propagate a website via the Domains, or any renewal rights in the Domains, but excluding any content, software, or other data or materials; (ii) the Mark; (iii) the goodwill associated with the Mark; and (iv) the Registration. Upon payment by Purchaser of the Consideration, Purchaser will initiate the transfer of the Domains with its domain name registrar, and the parties will cooperate fully to effect the transfer. In the event that any of the Domains is subject to an administrative hold barring transfer at the time the Consideration is paid by Purchaser, Seller shall initiate the transfer of such Domains within forty-eight (48) hours after the hold is removed or has expired.

3. Seller shall transfer the Number and all of Seller's rights therein to Purchaser, and will change all of Seller's marketing and promotional materials and effect changes to all directories to reflect the transfer of the Number. In connection with the transfer of the Number, Buyer and Seller agree to execute any documents as necessary to effect such transfer.

4. Seller represents and warrants to Purchaser that Seller is authorized to enter into this Agreement. Seller further represents and warrants to Purchaser that: (i) Seller has all rights in the Domains and the Mark, all rights necessary

A handwritten signature in a circle followed by the date "4-18-11".

to transfer the Domains and the Mark, and has not received any notice of any claims, liens, or demands with respect to the Domains or the Mark; (ii) neither Seller nor any person or entity associated with Seller registered or used the Domains (or sites accessible therefrom) in a manner that violated the rights of any third party; and (iii) Seller has control over the Number and has the rights to transfer the Number; provided, however, Seller makes no warranty regarding the requirements of the carrier who has assigned Seller the Number, and Purchaser acknowledges that it has investigated any such requirements and that the transfer of the Number does not violate any of the carrier's rules or policies. Seller shall fully indemnify Purchaser from and against any claim or loss which is based on a breach of the foregoing representations and warranties, and any claim or loss relating to the Domains, the Mark or the Number which arose prior to their transfer to Purchaser.

5. The parties agree and acknowledge that Seller is a valid subscriber using the Number and that the Consideration does not constitute a fee paid for the Number, which Number is transferred only as a necessary and constituent part of the other assets conveyed herein.

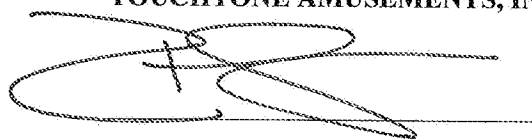
6. Seller acknowledges and agrees that any of the following shall constitute a material breach of this Agreement: (i) Seller fails to complete the necessary paperwork within thirty (30) days after the execution of this Agreement; (ii) Seller fails to effect the transfer of any of the Domains, the Mark or the Number for any reason; (iii) the Domains or the Number are non-functional; or (iv) there are any claims relating to any of the Domains, the Mark or the Number (each, individually, a "Material Breach"). In the event Seller commits a Material Breach, the parties agree as follows: (a) Seller shall not retain any portion of the Consideration, shall forfeit the same, shall return the same to Purchaser, and Seller shall bear all costs of the transaction, including attorney fees; (b) Purchaser shall be entitled to specific performance, *i.e.*, transfer of the Domains, the Mark and the Number to Purchaser; and (c) Purchaser may take a lien or security interest on any property owned by Seller, any subsidiaries, affiliates, parents, or owners of Seller, or any officers or directors of Seller.

7. In connection with any dispute under this Agreement, Seller consents to the exclusive jurisdiction and venue in Los Angeles County, California and agrees to not prosecute any lawsuit in any other jurisdiction. The substantive laws of the State of California, irrespective of any conflicts of law provisions, shall govern any dispute arising out of this Agreement. Seller additionally agrees to accept service of process via registered US Mail at the address set forth under Seller's signature.

8. This Agreement represents the entire agreement between the parties and supersedes any and all prior or contemporaneous, written or oral, agreements with respect to the subject matter hereof. This Agreement may be amended only in writing executed by each of the parties. In the event a court of competent jurisdiction deems any provision of this Agreement invalid or illegal, it shall be severed and the remainder of the Agreement shall be deemed valid and binding, and, to the extent possible, the severed portion shall be given effect in the best way possible to meet the parties' intentions. Except as expressly set forth herein, neither party makes any warranties or representations to the other party. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be binding.

USNETWORK LLC

TOUCHTONE AMUSEMENTS, INC.



Name: Ian Eisenberg

Name: Richard Leto

Its: President

Its: President

Date: _____

Date: 4-18-11

* .TV domains: Seller's registrar does not provide authorization codes for .TV domains. If Purchaser's registrar is unable to transfer the .TV domains, Purchaser may be need to establish an account at Seller's registrar www.1and1.com. Seller acknowledges and understands that there is a possibility that the .TV domains may not be transferable. It is further agreed that Purchaser shall fully indemnify and release the Seller from any all claims and liability as it relates to the transfer of the .TV domains listed in Schedule A.

© Seller 4-18-2011 Purchaser 4-18-2011

Address: TouchTone Amusements, Inc.
22647 Ventura Blvd., #225
Woodland Hills, CA 91364

PAGE 2 OF 3

TRADEMARK
REEL: 004527 FRAME: 0761

to transfer the Domains and the Mark, and has not received any notice of any claims, liens, or demands with respect to the Domains or the Mark; (ii) neither Seller nor any person or entity associated with Seller registered or used the Domains (or sites accessible therefrom) in a manner that violated the rights of any third party; and (iii) Seller has control over the Number and has the rights to transfer the Number; provided, however, Seller makes no warranty regarding the requirements of the carrier who has assigned Seller the Number, and Purchaser acknowledges that it has investigated any such requirements and that the transfer of the Number does not violate any of the carrier's rules or policies. Seller shall fully indemnify Purchaser from and against any claim or loss which is based on a breach of the foregoing representations and warranties, and any claim or loss relating to the Domains, the Mark or the Number which arose prior to their transfer to Purchaser.

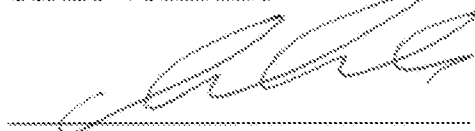
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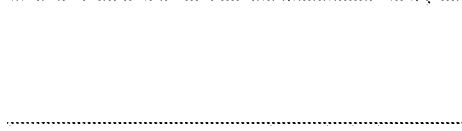


Name: Ian Eisenberg

Its: President

Date: 4/18/2011

TOUCHTONE AMUSEMENTS, INC.



Name: Richard Leto

Its: President

Date: _____

Address: TouchTone Amusements, Inc.
22647 Ventura Blvd., #225
Woodland Hills, CA 91364

SCHEDULE A
DOMAIN NAMES

1800CLUBLOVE.COM
1800CLUBLOVE.NET
1800CLUBLOVE.TV
1-800-CLUB-LOVE.COM
CLUBLOVE.TV

④ 4-28-11