

TRADEMARK ASSIGNMENT

05/26/2011



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Electronic Version v1.1
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5-10-11

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/03/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KGP Media LLC DBA Busted!		02/03/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Citizens Information Associates, LLC
Street Address:	1604 Nueces St
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77925749	MUGLY!
Serial Number:	77753007	BUSTED!

CORRESPONDENCE DATA

Fax Number: (512)206-4243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ds@dsaustinlaw.com
 Correspondent Name: Dann Siefkes
 Address Line 1: 1523 W. Koenig Lane
 Address Line 4: Austin, TEXAS 78756

NAME OF SUBMITTER:	Dann Siefkes
Signature:	/Darin Siefkes/
Date:	05/10/2011

OP \$65.00 77925749

Total Attachments: 8

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the "**Agreement**") is made on February 3, 2011 by and between KGP Media, LLC d/b/a Busted! in Austin, a Texas limited liability company ("**KGP**") and Citizens Information Associates, LLC a Texas limited liability company whose principal office is located at 1604 Nueces, Austin, Texas (the "**Company**").

WHEREAS

- A) KGP has agreed to sell and/or transfer all of its and its applicable affiliates' right, title and interest in the Intellectual Property (as defined below) to the Company, and
- B) The Company has agreed to purchase and accept the same for the Consideration (as defined below).

NOW, IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions.

In this Agreement:

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks generally are open in Texas, USA for the transaction of a full range of business.

"**Completion**" means completion of the transfer hereunder in accordance with Section 3.

"**Consideration**" has the meaning given to it Section 2.2.

"**Intellectual Property**" means the trademarks for "Mugly!" and "Busted!" (together with any goodwill and documentation related thereto and all intellectual property rights therein) and other intellectual property rights described on Schedule A.

"**Transfer Time**" means close of the Business Day on the date of this Agreement.

1.2 Interpretive Matters.

1.2.1 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

1.2.2 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa. Further, general words introduced by the word other shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing, nor by

the fact that they are followed by particular examples intended to be embraced by the general words.

2. Transfer

2.1 Effective as of the Transfer Time, KGP hereby sells and transfers and the Company hereby purchases all of KGP's and its applicable affiliates' right, title and interest in the Intellectual Property.

2.2 The price for the sale and transfer in Section 2.1 shall be 170 Units in the Company, constituting a 17.00 percent interest in the Company as reflected by the Company Agreement executed on February 3, 2011 (the "**Consideration**").

2.3 If any sales tax, value added tax or other transfer tax is properly chargeable in respect of the sale and purchase in Section 2.1, the Company shall pay to KGP the amount of such tax in addition to and at the same time as the Consideration. KGP will issue to the Company a proper tax invoice in respect thereof.

3. Representations and Warranties

3.1 Representations and Warranties of KGP

KGP hereby represents and warrants as follows:

- 3.1.1 It is a corporation duly registered and validly existing under laws of Texas with the corporate personality of independent legal person, with full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act independently as a subject of actions;
- 3.1.2 It has full corporate internal power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated hereunder and to be executed by it, and it has full power and authorization to consummate the transaction contemplated hereunder. This Agreement has been lawfully and duly executed and delivered by it. This Agreement shall be legally bind upon it and enforceable against it pursuant to the terms hereof;
- 3.1.3 KGP is the sole owner of all the rights, titles and interests in and to the Intellectual Property free and clear of any encumbrance;
- 3.1.4 The use by KGP of the Intellectual Property in the course of business operations prior to the closing does not conflict with, contravene, infringe on or otherwise violate the intellectual property rights or other proprietary rights of any third party and there is no pending government proceedings or claim against KGP alleging any of the foregoing; and
- 3.1.5 KGP has taken reasonable measures on the basis of the regular industry practices to keep the Intellectual Property confidential. To KGP's knowledge, no person has infringed upon any important business secrets or other important Intellectual Property of a confidential nature.

3.2 Representations and Warranties of the Company

The Company hereby represents and warrants as follows:

- 3.2.1 It is a limited liability company duly registered and validly existing under the laws of Texas with the corporate personality of independent legal person, with full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act independently as a subject of actions;
- 3.2.2 It has full corporate internal power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated hereunder and to be executed by it, and it has full power and authorization to consummate the transaction contemplated hereunder. This Agreement has been lawfully and duly executed and delivered by it. This Agreement shall be legally bind upon it and enforceable against it pursuant to the terms hereof.

4. Completion

4.1 The sale and purchase of the Intellectual Property shall be completed, and legal title and ownership in respect of the Intellectual Property shall be deemed to pass to the Company, in each case, with effect from the Transfer Time.

4.2 KGP shall:

4.2.1 cause to be delivered or made available to the Company such additional documents as the Company may reasonably require to complete the sale and purchase of the Intellectual Property; and

4.2.2 do such other things reasonably necessary to give full effect to this Agreement.

4.3 The Company shall:

4.4 timely pay or cause to be paid the Consideration to KGP or to whom and in the manner as KGP may direct; and

4.5 cause to be delivered or made available to KGP such additional documents as KGP may reasonably require to complete the sale and purchase of the Intellectual Property; and

4.6 do such other things reasonably necessary to give full effect to this Agreement.

5. Licenses. KGP grants to the Company a perpetual, royalty-free, exclusive license to use all know-how, techniques, ideas, processes and similar intellectual property that (i) was created, invented or developed by KGP (or its applicable affiliates) prior to the Transfer Time and (ii) relates to the business of the Company, but is not included in the Transferred Know-How (as defined in Schedule A). The Company may sublicense this license solely in connection with the operation of its business, and not for the independent use of any third party. The Company may assign this license only in connection with the merger, reorganization or sale of the business of the Company to which this license relates. Any purported sublicense or assignment by the

Company in violation of the foregoing shall be null and void and of no force or effect. To the extent KGP or any affiliate (other than the Company), on the one hand, and the Company or any current or future affiliate, on the other hand, enter into any future agreement governing a party's use of specific items of intellectual property of the other party, such specific provisions (and the term of any such permitted use) shall be deemed to supersede and modify accordingly the above general license.

6. General Provisions

6.1 Application of Texas Law. This Company Agreement and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Texas, without reference to its choice of law provisions, and specifically the Act. Jurisdiction and venue shall be proper in Travis County, Texas.

6.2 Venue. Each party irrevocably waives any objection to the venue of the courts located in Travis County, Texas (whether on the basis of forum non conveniens or otherwise), and accepts and submits to the jurisdiction of such courts in connection with any legal action or proceeding against it arising out of or concerning this Agreement.

6.3 Notices. All notices, demands, instructions, waivers, consents or other communications to be provided pursuant to this Agreement shall be in writing, shall be effective upon receipt, and shall be sent by hand, facsimile, air courier or certified or registered mail, return receipt requested, as follows:

If to the Company:

Citizens Information Associates, LLC
c/o Ryan Russell
1604 Nueces
Austin, TX 78701
Telephone: (512) 538-2215
Facsimile: (512) 212-4590

With a copy to:

Clausen Phelan & Centrich, PLLC
Attn: Joseph Centrich
700 Lavaca, Suite 1030
Austin, TX 78701
Telephone: (512) 439-2055
Facsimile: (512) 439-2056

If to KGP:

KGP Media, LLC
Attn: Kyle Prall
P.O. Box 91594

Austin, TX 78709
Telephone: (773) 474-9614
Facsimile: (512) 758-8078

or to such other address as a party may specify by notice from time to time in writing to the other parties in the manner specified in this Section.

6.4 Modifications. No change or modification of this Agreement shall be valid or binding, nor shall a condition of this Agreement be considered waived by the parties unless such change, modification, or waiver is executed in writing by the parties.

6.5 Waiver. No waiver shall be deemed to have been made by any party of any of its rights under this Agreement unless the same is in writing and is signed on its behalf by an authorized signatory. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. To be binding, any amendment of this Agreement must be effected by an instrument in writing signed by the parties.

6.6 Entire Agreement. This Agreement (including the Exhibits, which are hereby incorporated in the terms of this Agreement) sets forth the entire understanding and agreement among the parties as to matters covered herein and therein and supersedes any prior understanding, agreement or statement (written or oral) of intent among the parties with respect to the subject matter hereof.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

6.8 Costs. KGP and the Company shall each pay its own costs, charges and expenses incurred in connection with the preparation and implementation of this Agreement and the transactions contemplated by it.

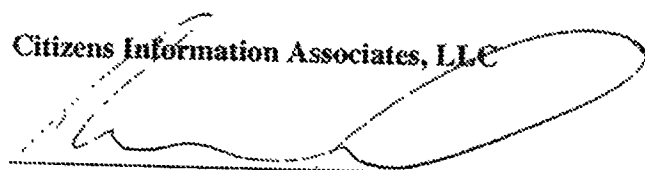
6.9 Severability of Provisions. Each provision of this Agreement shall be considered severable and (a) if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if for any reason any provision or provisions herein would cause the parties to be bound by the obligations of the Company under the laws of the State of Texas as the same may now or hereafter exist or provisions shall be deemed void and of no effect.

6.10 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

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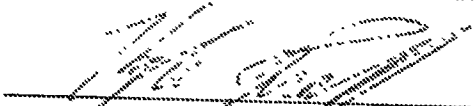
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Citizens Information Associates, LLC



Ryan Russell
Manager

KGP Media, LLC d/b/a Busted! in Austin



Kyle Prall
President

SCHEDULE A
INTELLECTUAL PROPERTY
OF
KGP MEDIA, LLC

- (a) Trademark for Mugly!
Serial number 77925749
- (b) Goodwill for Mugly!
- (c) Trademark for Busted!
Serial number 77753007
- (d) Goodwill for Busted!
- (e) Internet domain names.
 - i. MuglyDallas.com
 - ii. MuglyDFW.com
 - iii. MuglyFortWorth.com
 - iv. BustedInAustin.com
 - v. BustedMugs.net
 - vi. BustedMugshots.com
 - vii. Busted-Mugshots.com
 - viii. BustedCrime.com
 - ix. BustedPhotos.com
 - x. MuglyMedia.com
 - xi. MugshotsOnline.com
 - xii. BustedinFortWorth.com
 - xiii. BustedinLosAngeles.com
 - xiv. BustedinBoston.com
 - xv. BustedinNewark.com
 - xvi. BustedinWaco.com
 - xvii. BustedinPhilidelphia.com
 - xviii. BustedinOakland.com
 - xix. BustedinCincinnati.com
 - xx. BustedinColumbus.com

- xxi. BustedinHouston.com
- xxii. BustedinChicago.com
- xxiii. BustedinBuffalo.com
- xxiv. BustedinOklahomaCity.com
- xxv. BustedinNewOrleans.com
- xxvi. BustedinSanFrancisco.com
- xxvii. BustedinPortland.com
- xxviii. BustedinNewYork.com
- xxix. BustedinSeattle.com
- xxx. BustedinLasVegas.com
- xxxi. BustedinPittsburgh.com
- xxxii. BustedinPhoenix.com
- xxxiii. BustedinProvidence.com
- xxxiv. BustedinSanDiego.com
- xxxv. BustedinIndianapolis.com