# 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
Clarity Media Group, Inc.		05/23/2011	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Clarity Digital Group, LLC	
Street Address:	555 17th Street, Suite 400	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77746489	EXAMINER.COM

Jill J. Chalmers

### CORRESPONDENCE DATA

Fax Number: (719)633-1518

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

Phone: 719-473-3800 Email: jill.chalmers@hro.com Correspondent Name: Jill J. Chalmers

Address Line 1: 90 South Cascade Avenue, Suite 1300

Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER: 50292-01007

Signature: /jill j. chalmers/

07/19/2011 Date:

Total Attachments: 1

NAME OF SUBMITTER:

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**TRADEMARK** REEL: 004586 FRAME: 0397

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of June 16, 2011, is made by and between Clarity Media Group, Inc., a Delaware corporation, having a mailing address of 555 17th Street, Suite 700, Denver, Colorado 80202 ("Assignor"), and Clarity Digital Group, LLC, a Delaware limited liability company, having a mailing address of 555 17th Street, Suite 400, Denver, Colorado 80202 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest, including common law trademark rights, in and to the mark EXAMINER.COM, including the pending United States trademark application therefor (Serial No. 77/746,489, filed on May 28, 2009), for use in connection with providing blogs featuring information and news in the fields of current local, national and world news, politics, arts and entertainment, sports, business, events, health, technology, family and parenting, bars and clubs, fitness, recreation, home and living, style and fashion, food and drink, neighborhoods and culture, relationships, transportation, careers and workplace, religion and spirituality, travel, education and schools, games and hobbies, pets and restaurants; providing a web site featuring audio-visual presentations and news and information in the fields of local, national and world current event news, arts and entertainment, sports, night clubs, fitness, recreation, pop culture, education and schools, games and hobbies, and pet training (the "Mark"); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title, and interest in and to the Mark.

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

- Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business symbolized thereby.
- Assignor hereby agrees to take such other actions as are reasonably necessary to transfer and assign the Mark to Assignee, including, without limitation, recording this Agreement with the United States Patent and Trademark Office in connection with the EXAMINER.COM trademark application and the registration resulting therefrom (Serial No. 77/746,489).
- This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned this 23rd day of May, 2011.

ASSIGNOR:

CLARITY MEDIA GROUP, INC.

By:

Name:

Title:

Président & CEO

ASSIGNEE:

CLARITY DIGITAL GROUP, LLC

Bv:

Name: Paul Yanover

Title: /Interim CFO

RECORDED: 07/19/2011