

07/08/2011

MRD 7-8-11



103628444

To the Director of the U. S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies):

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/11/2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

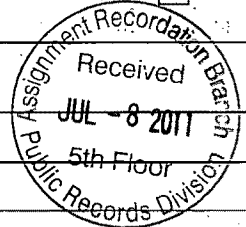
2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WS Surf, Inc.
 Internal
 Address: 446 E. Main Street
 Street Address: _____
 City: Ventura
 State: CA
 Country: USA Zip: 93001

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship usa
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

3550280

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WETSAND

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Charles H. Menzel

Internal Address: 446 E. Main Street

Street Address: _____

City: Ventura

State: CA Zip: 93001

Phone Number: 805.320.3308

Fax Number: 805.690.7414

Email Address: chuck@wssurf.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

07/08/2011 AMULLINS 00000101 3550280

01 FC:8521

40.00 OP

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Charles H. Menzel

Signature

7/5/2011

Date

Charles H. Menzel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into on June 11, 2011 by and between Grind Media, LLC, a Delaware limited liability company ("Grind") and Charles Menzel ("Menzel"). Grind and Menzel shall be referred to hereinafter collectively as the "Parties."

WHEREAS, Grind is the successor in interest to Pure Video Networks, Inc. with respect to the Settlement Agreement entered into on August 4, 2010 by and between Menzel and Pure Video Networks, Inc. (the "Settlement Agreement"); and

WHEREAS, the Parties wish to enter into this Trademark Assignment Agreement in furtherance of the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and in consideration of the mutual covenants, agreements and understandings hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree:

1. Pursuant to Section 2.2 of the Settlement Agreement, Grind hereby assigns to Menzel all right, title, and interest, including all intellectual property rights, in and to United States trademark registration number 3550280 for the trademark WETSAND, including without limitation all good will associated therewith.

2. **General Provisions**

(a) **Modifications**. This Agreement cannot be amended, modified or changed in any way whatsoever, except by a written instrument duly executed by both parties hereto.

(b) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one instrument. The Parties agree that copies of this Agreement (including copies of any signatures) that are reproduced or transmitted via portable document format (PDF) or electronically received fax transmissions will be equivalent to original documents. Notwithstanding the foregoing, at either party's option, the Parties will deliver to one another original executed versions of this Agreement as promptly as possible after such request is made.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

GRIND MEDIA, LLC

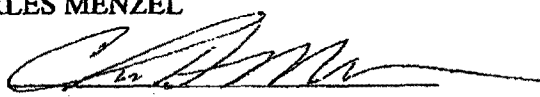
By: 

Name: Greg Moccia

Title: President

Date: 6/11/2011

CHARLES MENZEL

By: 

Name: Charles H. Menzel

Date: 6/07/2011