

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Goodman Media Group, Inc.		01/31/2011
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Felicia M. Tomasko		
Street Address:	1234 26th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3439202	LA YOGA
CORRESPONDENCE DATA			
Fax Number:	(424)228-5348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	424-228-5507		
Email:	tjaye@jayelaw.com		
Correspondent Name:	T. Anthony Jaye, Esq.		
Address Line 1:	13900 Marquesas Way, Suite 4129		
Address Line 4:	Marina Del Rey, CALIFORNIA 90292		
ATTORNEY DOCKET NUMBER:	TOMASKO		
NAME OF SUBMITTER:	T. Anthony Jaye		
Signature:	/T. Anthony Jaye/		
Date:	08/23/2011		
Total Attachments: 3 source=LA YOGA Fully Executed Assignment of Intellectual Property[1]#page1.tif source=LA YOGA Fully Executed Assignment of Intellectual Property[1]#page2.tif source=LA YOGA Fully Executed Assignment of Intellectual Property[1]#page3.tif			

OP \$40.00 3439202

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into this 31st day of January, 2011, by and between Goodman Media Group, Inc., a New York corporation ("Assignor"); and Felicia M. Tomasko, a California resident ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property related to Assignor's *LA YOGA AYURVEDA AND HEALTH* magazine business, as set forth on Schedule I attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, in connection with Assignor's contemplated sale of the Intellectual Property to Assignee pursuant to that certain Intellectual Property Purchase Agreement dated January 28, 2011, Assignor desires to assign the entire right, title and interest in and to the Intellectual Property, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property.

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

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Assignee for her own use and on her own behalf, and for her legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by Assignor, as applicable. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Assignee may reasonably request. Notwithstanding the generality of the foregoing, Assignor hereby agrees to cooperate with Assignee to take any and all actions that may be necessary or helpful to confirm the transfer of the www.layogamagazine.com domain name to Purchaser, including without limitation, disclosing the necessary information and executing any and all documents to effectuate the transfer of such domain name to Purchaser using the procedures applicable to the corresponding internet registry as of the date hereof or as quickly as commercially possible thereafter. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor shall agree not to exercise such rights, and to grant to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property without any obligation of attribution, royalty, fee or consent. Assignor represents and warrants that it will not take any action that jeopardizes Assignee's intellectual property rights or acquire any rights in the Intellectual Property.

SCHEDULE IDescription of Intellectual Property*

1) "LA YOGA" trademark as follows:

<u>Name</u>	<u>Registration Number</u>	<u>Country of Issue</u>
LA YOGA	3439202	United States

2) The www.layogamagazine.com domain name.

3) All website content set forth on the website www.layogamagazine.com, including all LA YOGA archives included therein and/or owned by Assignor.

4) Assignor's LA YOGA subscription base, whether stored and/or maintained in hard copy or electronic form.

5) Any and all of Assignor's LA YOGA electronic mail, customer and/or client lists, whether stored and/or maintained in hard copy or electronic form.

* Intellectual Property shall include goodwill symbolized by the LA YOGA trademark, the domain name and/or any of the foregoing assets; all copyright and publicity rights related to any of the foregoing; Internet traffic applicable to the domain name; and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world.

