

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
Hanley-Wood, LLC		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewBay Media LLC		
Street Address:	28 East 28th St.		
City:	New York		
State/Country:	DELAWARE		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2708175	PRO AV	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin E. Silverman		
Signature:	/Robin E. Silverman/		
Date:	09/09/2011		

OP \$40.00 2708175

900201728

TRADEMARK
REEL: 004619 FRAME: 0984

Total Attachments: 4

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TRADEMARK ASSIGNMENT

Hanley-Wood, LLC (d/b/a Hanley Wood, LLC and Hanley Wood), a Delaware limited liability company (the “**Assignor**”), with an address at One Thomas Circle, N.W., Washington, D.C., 20005, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys, effective as of September 8, 2011 (the “**Effective Date**”), free and clear of all liens and encumbrances, unto NewBay Media LLC, a Delaware limited liability company (“**Assignee**”), with an address at 28 East 28th St., New York, NY 10016, its successors and assigns, all right, title and interest, whether now known or hereafter created, throughout the universe, in perpetuity, in and to any and all of the trademarks, service marks, names, titles, slogans, trade names, trade dress, service marks, logos, devices, insignias, designs, formats and designations (along with any and all proprietary or other rights in any or all of the above) set forth on Schedule A annexed hereto and incorporated herein by reference together with all goodwill symbolized by any of the above and/or attendant thereto, together with any and all applications, registrations, renewals and extensions thereof (collectively, the “**Trademarks**”), along, in each case, to the full extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorneys’ fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any of the Trademarks or of any proprietary or other rights in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may request to permit Assignee or its successors and/or assigns to record the assignment covered by this Assignment or any other documents, all as Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms of intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee’s successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name, place and stead of Assignor, to execute, acknowledge, deliver, file and record any and all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance), and to take all other actions, in each case which Assignee and/or its successors and assigns may reasonably deem necessary or appropriate to evidence or effectuate the assignment, transfer and/or conveyance to Assignee and/or its successors and assigns of the rights, licenses, privileges and properties to be assigned, transferred and/or conveyed hereunder, the exercise of any and all rights in and to such rights, licenses, privileges and properties, and all other intents evidenced hereby.

[Remainder of page intentionally left blank; Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

Hanley-Wood, LLC,
a Delaware limited liability company

Trish Anton

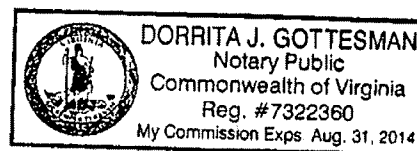
By: _____
Name: *Frank Anton*
Title: *CEO*

ACKNOWLEDGEMENT

State of District)
 of) ss:
County of Columbia)

On the 8 day of Sept, in the year 2011, before me, the undersigned, personally appeared Frank Anton personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dorrita J. Gottesman
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

NewBay Media LLC
a Delaware limited liability company

By: [Signature]
Name: Max von Zuben
Title: Vice President

ACKNOWLEDGEMENT

State of New York)
County of New York City) ss:

On the 8 day of Sept., in the year 2011, before me, the undersigned, personally appeared Max von Zuben personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

CHRISTINE D. FLAHERTY
Notary Public, State of New York
No. 01FL6134858
Qualified in Queens County
Commission Expires October 11, 2013

Schedule A
Trademarks
Registrations and Applications

<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>
PRO AV	16	2708175