

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MYAGENCY, INC.		12/07/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DRIVE A, INC.		
<b>Street Address:</b>	23512 Malibu Colony Road, #81		
<b>City:</b>	Malibu		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90265		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3810725	DEAD CONFLICT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-0212		
<b>Phone:</b>	(216) 586-7024		
<b>Email:</b>	dawnbrown@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Dawn A. Brown		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	489908-605002		
<b>NAME OF SUBMITTER:</b>	Dawn A. Brown		
<b>Signature:</b>	/Dawn A. Brown/		

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**TRADEMARK  
 REEL: 004677 FRAME: 0962**

Date:

12/13/2011

Total Attachments: 4

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“ASSIGNMENT”), effective as of 12-7-2011, (“Effective Date”), is made by and between MYAGENCY, INC., a California corporation having its principal place of business at 23512 Malibu Colony Road, #81, Malibu, California 90265 (hereinafter referred to as “ASSIGNOR”), and DRIVE A, INC., a California corporation having its principal place of business at 23512 Malibu Colony Road, #81, Malibu, California 90265 (hereinafter referred to as “ASSIGNEE”).

**WHEREAS**, ASSIGNOR is the owner of the entire right, title and interest in, to and under the United States trademark registration identified and set forth on Schedule A (the “Trademark”) and the goodwill associated with all of the foregoing;

**WHEREAS**, ASSIGNEE is desirous of acquiring ownership of the Trademark and the part of the business connected with the Trademark set forth on Schedule A:

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

(1) ASSIGNOR hereby irrevocably sells, assigns, transfers, conveys, and sets over to ASSIGNEE and its successors, assigns and nominees absolutely and forever, all of ASSIGNOR’s right, title and interest in and to the Trademark, together with the goodwill of the business associated with the use of the Trademark and symbolized by said Trademark and applications therefor in the United States and all foreign countries, now or hereafter in effect, for ASSIGNEE’s own use and enjoyment, and for the use and enjoyment of ASSIGNEE’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for ASSIGNEE’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

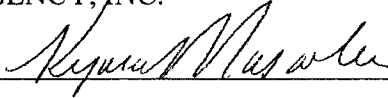
(2) ASSIGNOR shall provide to ASSIGNEE, its successors, assigns or other legal representatives, cooperation and assistance at ASSIGNEE's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration covering any of the Trademark; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademark, including, without limitation, testifying as to any facts relating to the Trademark and this ASSIGNMENT; (3) obtaining any additional trademark protection for the Trademark that ASSIGNEE reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this ASSIGNMENT.

(3) ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks to record ASSIGNEE as the assignee and owner of the Trademark, and issue any and all registrations thereon to ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE and its successors, assigns or other legal representatives.

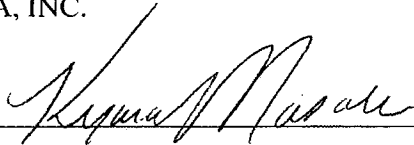
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative to be effective as of the date set forth above.

MYAGENCY, INC.

By: 

DRIVE A, INC.

By: 

Schedule A

<u>Mark</u>	<u>Classes</u>	<u>Goods &amp; Services</u>	<u>Reg. No.</u>
DEAD CONFLICT	9, 41	Class 9 – Musical sound recordings.  Class 41 - Multimedia entertainment services in the nature of record label services, recording, production and post-production services in the field of music.	3810725