

900218627 03/29/2012

## 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
Geek Media Ventures, LLC		01/11/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Source Interlink Media, LLC		
Street Address:	831 South Douglas Street		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3968174	GEEK MONTHLY	
CORRESPONDENCE DATA			
Fax Number:	(310)531-9376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3105319900		
Email:	trademark@sorc.com		
Correspondent Name:	Scott J. Spooner		
Address Line 1:	831 South Douglas Street		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Scott J. Spooner		
Signature:	/Scott J. Spooner/		
Date:	03/29/2012		

OP \$40.00 3968174

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of January 11, 2012 by and between SOURCE INTERLINK MEDIA, LLC, a Delaware limited liability company ("*Purchaser*") and GEEK MEDIA VENTURES, LLC., a California limited liability company ("*Seller*"). Purchaser and Seller are individually referred to herein as a "*Party*" and collectively as the "*Parties*."

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SALE AND TRANSFER OF PURCHASED ASSETS.

1.1 **PURCHASED ASSETS.** At the Closing, Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the rights, title and interests in the following assets (collectively, the "*Purchased Assets*");

- (a) all of Seller's right, title, and interest in and to the name "Geek Monthly;"
- (b) all of Seller's right, title, and interest in and to the internet address located at [www.geekmonthly.com](http://www.geekmonthly.com); and
- (c) all of Seller's right, title, and interest in and to the Trademark Registration for Geek Monthly.

1.2 **EXCLUDED LIABILITIES.** Purchaser shall not assume or in any way become liable for any of Seller's debts, liabilities or obligations, whether accrued, absolute, contingent or otherwise, whether known or unknown, whether due or to become due, whether related to Seller's business or the Purchased Assets (each, an "*Excluded Liability*" and collectively, the "*Excluded Liabilities*"). For the avoidance of doubt, it is expressly agreed that Purchaser is not purchasing or otherwise assuming: (a) back or archived issues of Geek Monthly published prior to the Closing Date ("*Back Issues*"); (b) content associated with or published in Back Issues of Geek Monthly, which includes, but is not limited to written, illustrated or photographic content; (c) any contracts, releases, permissions, or consents relating to the creation or delivery of any content published in or relating to the Back Issues.

1.3 **PURCHASE PRICE.** The purchase price for the Purchased Assets is \$1,000.00 (the "*Purchase Price*") payable in cash at Closing.

#### 2. THE CLOSING

2.1 **THE CLOSING.** The Closing of the transactions contemplated hereby (the "*Closing*") shall be held at 12:00 p.m. (California time) at the California offices of Purchaser or at such other place as the Parties may mutually agree on the date hereof (the "*Closing Date*").

**2.2 DELIVERIES BY SELLER AT THE CLOSING.** At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser an executed version of the Asset Purchase Agreement (including all Exhibits attached thereto).

**2.3 DELIVERIES BY PURCHASER AT THE CLOSING.** At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller, the following items:

(a) The Purchase Price; and

(b) An executed version of the Asset Purchase Agreement (including all Exhibits attached thereto).

**2.4 FEES AND EXPENSES.** Each Party shall be responsible for all legal, accounting, and other expenses incurred by such Party or on behalf of such Party in connection with this Agreement and the transactions contemplated hereby.

### **3. MISCELLANEOUS PROVISIONS.**

**3.1 INDEMNIFICATION.** Seller shall indemnify, defend, and hold Purchaser and its affiliates harmless from any third party liability, claim, loss, damage, or expenses, including, without limitation, reasonable attorneys' fees, arising from Seller's use of the Purchased Assets prior to the Closing Date and this indemnification obligation shall survive the Closing. Seller's indemnification obligation shall not extend to any matter for which Purchaser is obligated to indemnify Seller hereunder. Purchaser shall indemnify, defend, and hold Seller and its affiliates harmless from any third party liability, claim, loss, damage, or expenses (including without limitation reasonable attorneys' fees) arising from Purchaser's use of the Purchased Assets subsequent to the Closing Date and this indemnification obligation shall survive the Closing. Purchaser's indemnification obligation shall not extend to any matter for which Seller is obligated to indemnify Purchaser or to any matter that arises out of Seller's breach of any representations or warranties set forth in this Agreement (including any Exhibits)

#### **3.2 ASSIGNMENT AND PARTIES IN INTEREST.**

(a) Neither this Agreement nor any of the rights, duties, or obligations of any Party hereunder may be assigned or delegated by Seller or Purchaser except with the prior written consent of Seller or Purchaser, as applicable.

(b) This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective permitted successors and assigns.

**3.3 ENTIRE AGREEMENT.** This Agreement and the documents to be delivered at Closing (including Exhibits A and B) constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and are in full substitution for any and all prior agreements and understandings among them relating to such subject matter.

**3.4 GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the principles of conflicts of law. In the event of any dispute or litigation arising out of or related to this

Agreement, such dispute shall be brought in the state or federal courts in or for Los Angeles County, California, and such courts shall be the exclusive venue for any dispute or litigation arising out of or related to this Agreement. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including, without limitation, reasonable outside attorneys' fees, incurred in connection with such litigation. By execution and delivery of this Agreement, the Parties hereto hereby accept for themselves and in respect of their property the jurisdiction of the aforesaid courts in connection with any such action or proceeding. The Parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

**3.5** Seller shall use its best efforts to transfer to Purchase all social media accounts, pages, and sites (e.g., Facebook, Twitter, etc.) associated with and/or branded under Geek Monthly (collectively the "Social Media Accounts"). Seller shall provide all cooperation reasonably requested by Purchaser in transferring to Purchaser administrative and technical control of the Social Media Accounts. Prior to the Closing Date, Seller shall not make any material changes to the Social Media Accounts.

**3.6 EXECUTION OF AGREEMENT.** 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 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. Signatures of the Parties transmitted by facsimile or via .pdf format shall be deemed to be their original signatures for all purposes.

**3.7 Severability.** In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

**3.8 Waiver and Amendment.** No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this Agreement and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties.

**3.9 Exhibits.** Exhibits A and B attached hereto are specifically incorporated into this Agreement by this reference.

[SIGNATURES FOLLOW ON THE NEXT PAGE]


IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the dates set forth below:

PURCHASER:

SELLER:

SOURCE INTERLINK MEDIA, LLC

GEEK MEDIA VENTURES, LLC

By: 

By: 

Name: Christopher Argentieri

Name: COREY SIEMEGA

Title: President

Title: PRINCIPAL

Date: 1/11/12

Date: JANUARY 6, 2012

**EXHIBIT A - - ASSIGNMENT OF TRADEMARK**

This Exhibit A (Assignment of Trademark) is an Exhibit to and is governed by the Asset Purchase Agreement entered into by Geek Media Ventures, LLC ("Assignor") and Source Interlink Media, LLC ("Assignee").

WHEREAS, Assignor owns the United States trademark registration listed on Schedule 1 hereto (the "Mark");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "Purchase Agreement") that contemplates the execution of this Assignment.

NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee: (a) all right, title and interest in and to the Mark; (b) the goodwill associated with or symbolized by the Mark; (c) the registration for the Mark; and (d) all rights of action accrued, accruing, and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Mark.

3. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Assignor hereby agrees not to use, or seek registration of, now or in the future, as all or part of a trade name, trademark, or service mark, or other identifier of source the term "Geek Monthly" or any other indicia of origin or source that is colorably or confusingly similar to the Mark.

5. Assignor represents and warrants that all right, title, and interest herein conveyed by Assignor are free and clear of any encumbrance, and that Assignor has full power to convey the Mark as herein expressed.

6. Assignor represents and warrants that, to the best of its knowledge as of the Closing Date: (a) no third party has claimed ownership of the Mark; (b) no third party has claimed that the Mark infringes the intellectual property rights of such third party; and (c) no third party has requested Assignor to cease and desist from the use of the Mark.

Schedule 1 to Exhibit A**GEEK MONTHLY**

**Word Mark** GEEK MONTHLY

**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: magazine featuring science fiction, fantasy and horror. FIRST USE: 20060910. FIRST USE IN COMMERCE: 20060910

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 76661879

**Filing Date** June 16, 2006

**Current Filing Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** March 15, 2011

**Change In Registration** CHANGE IN REGISTRATION HAS OCCURRED

**Registration Number** 3968174

**Registration Date** May 31, 2011

**Owner** (REGISTRANT) GEEK MEDIA VENTURES, LLC LIMITED LIABILITY COMPANY  
CALIFORNIA 1242 N EL CENTRO LOS ANGELES CALIFORNIA 90038

**Assignment Recorded** ASSIGNMENT RECORDED

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MONTHLY" APART FROM THE MARK AS SHOWN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

**EXHIBIT B - - DOMAIN NAME ASSIGNMENT**

This Exhibit B (Domain Name Assignment) is an Exhibit to and is governed by the Asset Purchase Agreement entered into by Geek Media Ventures, LLC ("Assignor") and Source Interlink Media, LLC ("Assignee"). Assignor and Assignee shall be collectively referred to hereinafter as the "Parties."

WHEREAS, Assignor is the exclusive owner of the Internet domain name www.geekmonthly.com (the "Domain Name"); and

WHEREAS, Assignee and Assignor have executed and delivered an Asset Purchase Agreement (the "Purchase Agreement") that contemplates this Domain Name Assignment. Pursuant to the Purchase Agreement, Assignee has agreed to purchase certain assets of Assignor used in the operation of the Business (as defined in the Purchase Agreement). This Agreement is being executed and delivered in order to effectuate the transfer to Assignee of the Domain Name.

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

1. In exchange for the consideration to be exchanged under the Purchase Agreement, Assignor hereby irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, Assignor's full and entire right, title and interest in and to the Domain Name together with any goodwill associated therewith and symbolized thereby. In addition, Assignor shall immediately take any actions and execute such additional documents as are necessary or appropriate to effect the assignment such that Assignee's ownership of the Domain Name is properly reflected on the records of the appropriate domain name registrar, including, without limitation, electronically transferring all administrative and other rights in the Domain Name to dnsadmin@sourceinterlink.com.

2. Assignor represents and warrants that all right, title, and interest herein conveyed by Assignor are free and clear of any encumbrance, and that Assignor has full power to convey the Domain Name as herein expressed.

3. Assignor represents and warrants that to the best of its knowledge as of the Closing Date: (a) no third party has claimed ownership of the Domain Name; (b) no third party has claimed that the Domain Name infringes the intellectual property rights of such third party; and (c) no third party has requested Assignor to cease and desist from the use of the Domain Name.