

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Popstar! Publishing, LLC		05/25/2012	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Starline Publications, Inc.
<b>Street Address:</b>	46 Violet Avenue
<b>City:</b>	Poughkeepsie
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12601
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3965884	POPSTAR!
Registration Number:	3504207	BIO-PIX PRESENTS POPSTAR!
Registration Number:	3498173	POP STAR!
Registration Number:	4039067	POPSTAR! MEDIA
Serial Number:	85539704	POP TALK!

**CORRESPONDENCE DATA**

Fax Number: 4073527310  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (407) 903-5505  
 Email: mmcintosh@leisureholdings.com  
 Correspondent Name: Martha H. McIntosh  
 Address Line 1: 6052 Turkey Lake Road  
 Address Line 4: Orlando, FLORIDA 32819

<b>NAME OF SUBMITTER:</b>	Martha H. McIntosh	<b>TRADEMARK</b>
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OP \$140.00 3965884

Signature:	/Martha H. McIntosh/
Date:	05/30/2012
Total Attachments: 3 source=SKMBT_C45212053013120#page1.tif source=SKMBT_C45212053013120#page2.tif source=SKMBT_C45212053013120#page3.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated May 25, 2012 (the "Assignment") between POP STAR! PUBLISHING, LLC a Florida limited liability company, having a principal place of business at 6052 Turkey Lake Road, Orlando, FL 32819 ("Assignor") and STARLINE PUBLICATIONS, INC., a New York corporation whose mailing address is 46 Violet Avenue Poughkeepsie, NY 12601 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and U.S. registrations listed in Schedule A (collectively, the "Marks");

WHEREAS, pursuant to the Asset Sale Agreement dated May 25, 2012 by and between Assignor and Assignee (the "Agreement"), Assignor has agreed to sell, transfer, and assign all of its trademarks to the Assignee (as defined therein and listed in Schedule A hereto);

NOW THEREFORE, in consideration of the payment of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the trademarks and U.S. registrations listed in Schedule A, and the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks in the U.S. and said U.S. registrations, together with any goodwill associated therewith and which is symbolized thereby.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks, and to issue all renewals for said trademarks to Assignee, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
6. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter herein.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the day and the year first written above.

**ASSIGNOR**

POP! STAR PUBLISHING, LLC

By: \_\_\_\_\_

Name: DAVE WABNLEE  
Title CHAIRMAN

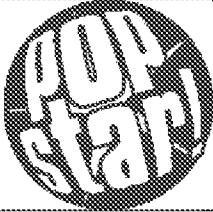
**ASSIGNEE**

STARLINE PUBLISHING, INC.

By: \_\_\_\_\_

Name: Scott Figman  
Title President

Schedule A

Trademark	Serial No. / Reg. No.	File Date	Goods and Services
POPSTAR!	@3965884	9/23/2010	Class 16: Magazines featuring celebrities and entertainment
BIO-PIX PRESENTS POPSTAR!	@3504207	12/10/2007	Class 16: Magazines featuring celebrities and entertainment
	@3498173	10/2/2007	Class 16: Magazines featuring celebrities and entertainment
POPSTAR! MEDIA	77866690	11/9/2009	Class 41: Providing information on teen celebrities and providing an online magazine in the pop culture field, all via computer network.
POPTALK!	85/539704	2/10/2012	Class 16: Magazines featuring celebrities and entertainment