

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
MOG, INC.		07/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DAISY, LLC		
Street Address:	1601 Cloverfield Blvd		
Internal Address:	Suite 5000N		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3562551	MOG	
Registration Number:	3562552	MOG	
Registration Number:	3399687	MOG	
Registration Number:	3558351	MOG	
Registration Number:	3399688	MOG	
Registration Number:	3464144	MOG	
CORRESPONDENCE DATA			
Fax Number:	3129800728		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-269-8000		
Email:	mhall@ngelaw.com		
Correspondent Name:	Michael G. Kelber		
Address Line 1:	Two North LaSalle Street, Suite 1700		
Address Line 2:	Attn: Patent Administrator		

CH \$165.00 3562551

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 22552.0701

NAME OF SUBMITTER: Michael G. Kelber

Signature: /Michael G. Kelber/

Date: 07/05/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is entered into as of this 2nd day of July, 2012 (the “Effective Date”) by and between **MOG, INC.**, a corporation with an address of 2607 7th St, Ste D, Berkeley, CA, 94710 (“Assignor”), and **Daisy, LLC**, a Limited Liability Company organized and existing under the laws of the State of Delaware with an address of 1601 Cloverfield Boulevard, Suite 5000N, Santa Monica, California 90404 (“Assignee”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated June 29, 2012 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver, and Assignee has agreed to purchase, the Intellectual Property Assets (as defined in Section 1.1 of the Purchase Agreement); and

WHEREAS, Assignee has a bona fide intent to use the Trademarks in its business.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, and transfers to Assignee, all right, title and interest in and to all trademarks, service marks, trade dress, logos, and trade names, whether registered or unregistered, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations, and renewals in connection therewith, all copies and tangible embodiments thereof (in whatever form or medium whether now known or hereafter devised), including all U.S. and foreign trademarks, service marks, corporate names and trade names that include “MOG” and all variations thereof, and all rights therein, including those listed on **Schedule A** attached hereto, and all other MOG formative marks used by Assignor or its affiliates, including “MOG Music Network” (collectively, the “Trademarks”), together with the goodwill of the business to which the Trademarks pertain, and together with the right to sue and recover for any past infringements of the marks.

IN ADDITION, Assignor covenants and agrees, at Assignee’s expense only with respect to associated fees and postage costs, to execute or cause execution of any further assurance of title to any of the Trademarks, and to, at any time, upon the request of Assignee deliver, or cause to be delivered, and execute, or cause to be executed, all papers that may be necessary or desirable to perfect the title to said Trademarks which may be granted therefore in Assignee, its successors, assigns or any other legal representatives and will make, or cause to be made, all rightful oaths, or declarations, and do all lawful acts requisite for procuring the same therein. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. The scope of this Agreement is worldwide and is governed by and construed according to the laws of the State of California. This Agreement may be executed in counterparts, each of which may serve as an original as to the party signing it.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

MOG, INC., a Delaware corporation

By: 

Name: DAVID ROTENBERG

Title: CEO

NOTARIAL CERTIFICATE

State of: CA)
County of: Alameda) SS.

This instrument was executed before me on this 2nd day of July, 2012, by
David Rotenberg, a citizen of the United States of America.

WITNESS my hand and official seal.


Notary Public Signature

(Trademark Assignment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On 7/2/12 before me, David E. Halverson, notary public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

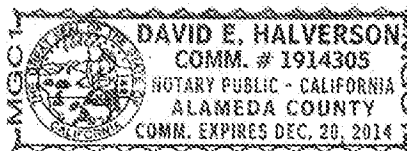
personally appeared, David Rotenberg

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

TITLE OR TYPE OF DOCUMENT trademark assignment

DATE OF DOCUMENT 7/2/12 NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

SCHEDULE A

Mark	Country	Registration No. Registration Date	Description of Goods & Services	Owner	Status
MOG	U.S.	3562551 1/13/09	Class 9: audio recordings featuring music; video recordings featuring music; downloadable audio and video recordings featuring music, music performances, and music videos; prerecorded music, namely, digital downloads; user interface for television and video on demand communications equipment	MOG, Inc.	Registered Sections 8&15 due 1/13/2015
MOG	U.S.	3562552 1/13/09	Class 35: advertising and marketing services; providing online advertising in the form of pop-up ads, banner ads, click through campaigns and affiliate programs for various manufacturers and companies; promoting the goods and services of others over the Internet; dissemination of advertising for others via communications networks; retail store services provided via communications networks featuring entertainment products and apparel	MOG, Inc.	Registered Sections 8&15 due 1/13/2015

MOG	U.S.	3399687 3/18/08	Class 38: providing on-line chat rooms, electronic bulletin boards, and on-line forums for transmission of messages among computer users concerning music, movies, and television; providing email and instant messaging services; transmission of audio and video files via communications networks; transmission of peer to peer networking and file sharing information via communications networks	MOG, Inc.	Registered Sections 8&15 due 3/18/2014
MOG	U.S.	3558351 1/6/09	Class 41: providing information, news and commentary in the field of entertainment, namely, music	MOG, Inc.	Registered Sections 8&15 due 1/6/2015
MOG	U.S.	3399688 3/18/08	Class 42: computer services, namely, hosting web sites of others who use their web site for the purpose of conducting online meetings and interactive discussions; and computer services in the nature of customized web pages featuring user-defined information, personal profiles and information	MOG, Inc.	Registered Sections 8&15 due 3/18/2014
MOG	U.S.	3464144 7/8/08	Class 45: internet based dating, introduction and social networking services	MOG, Inc.	Registered Sections 8&15 due 7/8/2014