

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
Alloy Media, LLC		07/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Armed Forces Communications Inc.		
Street Address:	151 West 26th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3053086	COLLEGECLUB.COM	
Registration Number:	3053087	COLLEGECLUB.COM	
CORRESPONDENCE DATA			
Fax Number:	6465712601		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	646-571-2626		
Email:	dcirinelli@refuelnow.com		
Correspondent Name:	David Cirinelli		
Address Line 1:	151 West 26th Street		
Address Line 2:	12th Floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	David P Cirinelli		
Signature:	/DPC/		
Date:	07/24/2012		

OP \$65.00 3053086

TRADEMARK

Total Attachments: 5

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DOMAIN NAME AND TRADEMARK SALE AND ASSIGNMENT AGREEMENT

This DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is dated as of July 10, 2012 (the "Effective Date") between Alloy Media, LLC, a Delaware limited liability company (the "Assignor"), and Armed Forces Communications, Inc., a New York corporation (the "Assignee").

WHEREAS, the Assignor wishes to sell the domain names and trademark listed on the attached Schedule A, attached and made an integral part of this Assignment, (collectively, the "Transferred Intellectual Property") to the Assignee, and the Assignee wishes to purchase the Transferred Intellectual Property from the Assignor.

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

1. The Assignor hereby irrevocably assigns to the Assignee all of the Assignor's right, title and interest in and to the Transferred Intellectual Property, together with the goodwill of the Transferred Intellectual Property associated therewith, and Assignee hereby irrevocably assumes, undertakes and agrees to pay, satisfy, perform and discharge in full, as and when due, and releases and discharges the Assignor and each of its successors and assigns completely and forever from all obligations and liabilities of any kind arising out of the Transferred Intellectual Property, subject to the provisions of this Assignment.

2. The consideration to be paid by the Assignee to the Assignor to acquire the Transferred Intellectual Property shall consist of seven thousand five hundred 00/100 Dollars (\$7,500.00), which the Assignee shall cause to be delivered to the Assignor according to the Assignor's reasonable payment instructions.

3. The Assignor agrees to cooperate with the Assignee to initiate and complete the transfer process of the Transferred Intellectual Property as may be reasonably requested by Assignee, including, without limitation, (a) providing all applicable authentication, transaction identification, and security codes required to transfer registration of the domain names included among the Transferred Intellectual Property to the Assignee and (b) facilitating the transfer to Assignee of the domain names included among the Transferred Intellectual Property with the registrar and will follow the rules designated by such registrar to effect such transfer, including promptly responding to the e-mail sent to Assignor's contact from the registrar confirming the transfer of such domain names to Assignee.

4. In furtherance of the provisions of Paragraph 3, the Assignor authorizes and requests the applicable registration authority to transfer the domain names included among the Transferred Intellectual Property from the Assignor to the Assignee.

5. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

6. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

7. Representations and Warranties.

(a) Assignee represents and warrants that (i) Assignee has full power and authority to enter into this Assignment and will be bound by and perform its obligations under this Assignment; (ii) this Assignment, when signed and delivered by Assignee, will be duly and validly executed and delivered and will be the valid and binding obligation of Assignee, enforceable against Assignee, in accordance with its terms.

(b) Assignor represents and warrants that (i) Assignor has full power and authority to enter into this Assignment and will be bound by and perform its obligations under this Assignment; (ii) this Assignment, when signed and delivered by Assignor, will be duly and validly executed and delivered and will be the valid and binding obligation of Assignor, enforceable against Assignor, in accordance with its terms; (iii) neither the signing and delivery of this Assignment by Assignor, nor the performance by Assignor of its obligations under this Assignment, will violate any order, judgment, injunction, or decree of any court, administrative agency, or governmental body applicable to Assignor; (iv) other than with respect to the transactions contemplated hereby, Assignor has not taken any action to assign, transfer, or encumber any of the Transferred Intellectual Property which action would affect the transfer of the Transferred Intellectual Property hereunder; (v) Assignor is not legally bound by any agreements or obligation relating to any of the Transferred Intellectual Property that could (A) obligate Assignee to license or otherwise grant rights to any other person or entity in any of the Transferred Intellectual Property, (B) result in a claim against or lien on any of the Transferred Intellectual Property, or (C) prohibit the arrangements contemplated hereby or result in a claim with respect to any of the Transferred Intellectual Property; (vi) Assignor solely owns and possesses all rights, title, and interest in and to the Transferred Intellectual Property; (vii) Assignor has no knowledge of any existing threatened or known claims related to the use of any of the Transferred Intellectual Property; and (viii) the Transferred Intellectual Property are free and clear of any liens, security interests, or other encumbrances.

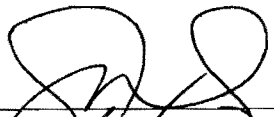
8. Transferred Intellectual Property.

Except as expressly set forth herein, the Assignor makes no express or implied representation or warranty, at common law, by statute, otherwise, with respect to the Transferred Intellectual Property, and Assignor disclaims any such representation or warranty, whether made by Assignor, any of its respective affiliates or any of their respective officers, directors, managers, employees, agents or representatives.

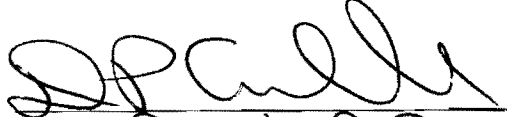
9. This Assignment shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

Alloy Media, LLC

By: 
Name: Vincent M. Croix
Title: Secretary

Armed Forces Communications, Inc.

By: 
Name: David P Cinnelli
Title: Treasurer / Secretary

SCHEDULE A

Highschoolclub.com
Collegeclub.com

COLLEGECLUB.COM (DESIGN)(service mark)	Reg No. 3053086	IC 35: Online computer services, namely, providing information regarding the goods and services of others in the nature of a buyer's guide, by means of a global computer network; promoting the goods and services of others by placing advertisements and promotional displays on a web site accessed through a global computer network; promoting the goods and services of others through the distribution of discount cards; online auction services. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 38: Telecommunications and information services, namely, electronic transmission of data, images, and documents via computer terminals; electronic mail services; voice mail services; providing multiple-user access to a global computer information network; on-line bulletin boards; Providing on-line chat rooms and electronic bulletin boards for transmission of messages among users in the field of general interest; paging services. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 41: Entertainment and educational services, namely, providing online computer games, providing information about tutorial services, colleges and universities and college and university news, current events, sports, sporting events and activities; Providing on-line publications in the nature of online directories, indices and searchable databases of educational information, sites and other resources available on computer networks for others. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 42: Providing search engines for searching and retrieving information, sites, and other resources available on computer networks; providing online links to weather. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401

COLLEGECLUB.COM (service mark)	Reg. No. 3053087	IC 35: Online computer services, namely, providing information regarding the goods and services of others in the nature of a buyer's guide, by means of a global computer network; promoting the goods and services of others by placing advertisements and promotional displays on a web site accessed through a global computer network; promoting the goods and services of others through the distribution of discount cards; online auction services. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 38: Telecommunications and information services, namely, electronic transmission of data, images, and documents via computer terminals; electronic mail services; voice mail services; providing multiple-user access to a global computer information network; on-line bulletin boards; Providing on-line chat rooms and electronic bulletin boards for transmission of messages among users in the field of general interest; paging services. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 41: Entertainment and educational services, namely, providing online computer games, providing information about tutorial services, colleges and universities and college and university news, current events, sports, sporting events and activities; Providing on-line publications in the nature of online directories, indices and searchable databases of educational information, sites and other resources available on computer networks for others. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
		IC 42: Providing search engines for searching and retrieving information, sites, and other resources available on computer networks; providing online links to weather. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401