

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		05/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Armed Forces Communications, Inc.
Street Address:	151 West 26th Street
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3378550	360 VOICE
Registration Number:	3092448	360 YOUTH
Registration Number:	3817506	ADRAX
Registration Number:	1705950	CAMPUS FEST
Registration Number:	1680548	CAMPUS TRIAL PAK
Registration Number:	2059070	CAMPUS VOICE
Registration Number:	3378553	CAMPUS VOICE
Registration Number:	2116401	GYMBOARDS
Registration Number:	1276838	THE CAMPUS SOURCE

CORRESPONDENCE DATA

Fax Number: 6465712601
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 646-571-2626

OP \$240.00 3378550

Email: dcinelli@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

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of May 10, 2011, by and between Alloy Media, LLC, a Delaware limited liability company ("Assignor") and AFC Acquisition, Inc., a New York corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date first written above, by and among Assignee and Assignor (the "Purchase Agreement"), providing for the execution and delivery of this Agreement (capitalized terms used herein without definition shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, Assignor is the record owner of the Trademarks set forth on Schedule A hereto, which are registered with, or for which an application for registration has been filed in, the relevant filing offices of certain jurisdictions as set forth on Schedule A (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers and sets over (collectively, the "Assignment") to Assignee, its successors and assigns, Assignor's entire right, title and interest in, to and under the Assigned Marks, including, but not limited to, United States and foreign federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Assigned Marks or otherwise enforce or exploit the Assigned Marks, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all goodwill associated therewith, and Assignee hereby accepts the Assignment.

2. Each party covenants and agrees to take such reasonable steps as may be necessary to effectuate the transfer of the Assigned Marks to Assignee.

3. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assigned Marks, are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

4. This Agreement is being entered into in connection with the Purchase Agreement. This Agreement shall become automatically effective without any further action of the parties upon, and only upon, the Closing of the transactions as contemplated by the Purchase Agreement. In the event the Closing of the transactions contemplated by the Purchase Agreement is not consummated and the Purchase Agreement is terminated, this Agreement shall become null and void and of no further force and effect.

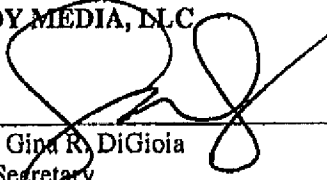
5. This Agreement, and any disputes arising out of or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

6. This Agreement may be executed in two 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. Delivery of an executed counterpart of a signature page by facsimile or electronic means (including a PDF thereof) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be executed by its duly authorized representative effective as of the date first written above.

ASSIGNOR:

ALLOY MEDIA, LLC

By: 
Name: Gina R. DiGioia
Title: Secretary

ASSIGNEE:

AFC ACQUISITION, INC.

By: _____
Name:
Title:

(Signature Page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be executed by its duly authorized representative effective as of the date first written above.

ASSIGNOR:

ALLOY MEDIA, LLC

By: _____

Name: Gina R. DiGioia

Title: Secretary

ASSIGNEE:

AFC ACQUISITION, INC.

By: _____

Name: Bart J. de Bie

Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
360 VOICE	3,378,550	2/5/2008
360 YOUTH	3,092,448	5/16/2006
ADRAX	3,817,506	7/13/2010
CAMPUS FEST	1,705,950	8/4/1992
CAMPUS TRIAL PAK	1,680,548	3/24/1992
CAMPUS VOICE	2,059,070	5/6/1997
CAMPUS VOICE (STYLIZED)	3,378,553	2/5/2008
GYMBOARDS	2,116,401	11/25/1997
THE CAMPUS SOURCE	1,276,838	5/8/1984

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