TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Neverblue Communications, Inc.		08/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Global Wide Media, Inc.
Street Address:	2945 Townsgate Rd. Ste 350
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91361
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3693553	A
Registration Number:	3702651	ADVERTISING KINGS MEDIA GROUP
Registration Number:	3693552	AKMG

CORRESPONDENCE DATA

Fax Number: 2136270705

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

Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1:   515 S. Flower Street, 25th Floor
Address Line 4:   Los Angeles, CALIFORNIA   90071

ATTORNEY DOCKET NUMBER:	NEVERBLUE(79662.00002)
NAME OF SUBMITTER:	Minette M. Tayco

3693553

CH $90.00

Signature:	/Minette M. Tayco/
Date:	08/31/2012

Total Attachments: 12
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of August 28, 2012, is made by and between Neverblue Communications, Inc. ("Neverblue") and Global Wide Media, Inc. ("Purchaser").

WHEREAS, Neverblue, Neverblue Holdings Limited Partnership, 3091224 Nova Scotia Company, GWM Holdings, Inc., 3265581 Nova Scotia Limited (as assignee of GWM Holdings, Inc.), Neverblue Holdings, Inc. (as assignee of GWM Holdings, Inc.), Global Wide Media, Inc. (as assignee of GWM Holdings, Inc.) and Purchaser (as assignee of GWM Holdings, Inc.) entered into that certain Asset and Securities Purchase Agreement dated July 25, 2012 (as amended, the "Purchase Agreement"), pursuant to which Neverblue agreed to sell, convey, transfer, assign and deliver the Transferred Intellectual Property (as defined in the Purchase Agreement), including all rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach thereof, to Purchaser, and the present Assignment confirms and effectuates the foregoing agreement. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement;

WHEREAS, Neverblue is the owner of all right, title, and interest in and to the Transferred Intellectual Property, including the intellectual property identified on Schedule I attached hereto, free and clear of all Liens, claims and interests, other than Permitted Exceptions; and

WHEREAS, Purchaser desires to purchase, acquire and accept from Neverblue the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Neverblue hereby assigns to Purchaser all of Neverblue's right, title and interest in and to all of the Transferred Intellectual Property, including, without limitation, the intellectual property identified on Schedule I attached hereto, together with Neverblue's rights in and to: the trademarks, trade names, service marks, service names, brands, trade dress and logos of Neverblue together with the goodwill associated therewith; the common law rights and trademark registrations for the Transferred Intellectual Property; and all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Transferred Intellectual Property or injury to the goodwill associated with the Transferred Intellectual Property, including all of Neverblue's rights to sue or otherwise claim and collect such damages for past, present or future infringement or unauthorized use or disclosure or breach thereof, free and clear of all Liens, claims and interests, other than Permitted Exceptions.

2.   This Assignment has been executed and delivered by Neverblue with the agreement that the same may be recorded with the United States Patent and Trademark Office and in other jurisdictions outside the United States. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

3.   In the event Purchaser is unable for any reason, after reasonable effort, to secure Neverblue's signature on any document needed in connection with the actions specified in Section 2 above, Neverblue hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents as Neverblue's agent and attorney-in-fact solely with respect to the matters specified in Section 2 above, and such appointment is coupled with an interest to act for and on Neverblue's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2 above with the same legal force and effect as if executed by Neverblue.

4.   This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with <u>Schedule I</u> and together with the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their permitted assigns and successors.

5.   This Assignment and any claim related directly or indirectly to this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. The parties agree that, during the period from the date hereof until the date on which the Bankruptcy Case is closed or dismissed (the "Bankruptcy Period"), the Bankruptcy Court shall have exclusive jurisdiction to resolve any controversy, claim or dispute arising out of or relating to this Assignment or any other agreement entered into in connection herewith. The parties further agree that, following the Bankruptcy Period, any action or proceeding with respect to such controversy, claim or dispute shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby consents to the personal jurisdiction of such court and the Bankruptcy Court (and to the appropriate appellate courts) in any such action or proceeding and waives any objection, including, without limitation, any objection to the laying of venue or on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of

such action or proceeding in such respective jurisdictions. Each party hereby irrevocably consents to the service of process of any of the aforesaid courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the other parties to such action or proceeding. Each party acknowledges and agrees that any controversy which may arise under this Assignment is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury.

6.   This Assignment is not intended, and shall not be deemed, to confer upon or give any person (including, without limitation, any past or current business employee) except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Assignment as of the date first above written.

NEVERBLUE COMMUNICATIONS, INC.

By:
Name: George Thomas
Title: Director

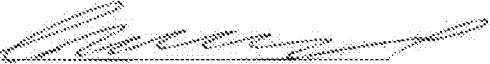GLOBAL WIDE MEDIA, INC.

By:
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Assignment as of the date first above written.

NEVERBLUE COMMUNICATIONS, INC.

By: _____
Name:
Title:

GLOBAL WIDE MEDIA, INC.

By: _____
Name: Farshad Fardad
Title: Chief Executive Officer

[Neverblue IP Assignment]

Intellectual Property

U.S. Trademarks:

Mark	Application	Registration	Registration Date
Neverblue Mobile & Design (Previous)	85209272	Pending	
AKMG "a" and crown		3693553	10/6/2009
Advertising Kings Media Group		3702651	10/27/2009
AKMG		3693552	10/6/2009
Neverblue Mobile & Design (New)			
YN Neverblue		85543191	

Europe Trademarks:

Mark	Application	Registration	Registration Date
Neverblue Mobile & Design	N/A	9651555	6/17/2011
Neverblue & Design (Previous)	In Process		

UK Trademarks:

Mark	Application	Registration	Registration Date
Neverblue & Design	In Process		

Canada Trademarks:

Mark	Application	Registration	Registration Date
Neverblue Mobile & Design (Previous)	1509507	Pending	
Neverblue Mobile & Design (New)	1561854	In process	

Australia Trademarks:

Mark	Application	Registration	Registration Date
Neverblue Mobile & Design (Previous)	1402946	1509507	8/5/2011
Neverblue Mobile & Design (New)			

Licensed software used in the development of Neverblue software systems:

Software	License Type	Version	Licensor	Description	Link
Jira with Greenhopper	Yearly recurring	4.4 – 5.0	Atlassian	Issue and project management	http://www.atlassian.com/software/jira/overview
Fisheye	Yearly recurring	2.7.8	Atlassian	Repository browser - integrated with Jira and Crucible	http://www.atlassian.com/software/fisheye/overview
Crucible	Yearly recurring	2.7.8	Atlassian	Code review tool - integrated with Jira and Fisheye	http://www.atlassian.com/software/crucible/overview
Confluence	Yearly recurring	4.1.9	Atlassian	Content collaboration tool – integrated with Jira	http://www.atlassian.com/software/confluence/overview
Splunk	Yearly recurring	4.3	Splunk Inc.	Event search and discovery tool	http://www.splunk.com/
Salesforce	Yearly recurring		Salesforce.com, Inc.	CRM	http://www.salesforce.com/
Relational Junction	Yearly recurring		Sesame Software	Data sync tool - Salesforce <-> Local database	http://www.sesamesoftware.com/rj.html
Marketo	Yearly recurring		Marketo Inc.	Marketing automation tool - Salesforce integrated	http://www.marketo.com/
DocuSign	Yearly recurring		DocuSign Inc.	Electronic document signing tool - Salesforce integrated	http://www.docusign.com/

Open-source software used in the Neverblue software systems:

Software	Version	Description	Link
svn	1.7	Software versioning and revision control system	http://subversion.apache.org/
PHP	5.2 – 5.3	General-purpose server-side scripting language	http://www.php.net/
PostgreSQL	9.0 – 9.1	An object-relational database management system	http://www.postgresql.org/
MongoDB	2.0	open source document-oriented NoSQL database system	http://www.mongodb.org/
RabbitMQ	2.6 – 2.7	message broker software using the standard Advanced Message Queuing Protocol	http://www.rabbitmq.com/
Eclipse	3.7	a multi-language software development environment	http://www.eclipse.org/
Symfony	1.4 – 2.0	a PHP web application framework	http://www.symfony-project.org/
Nagios	3.3	computer system monitor and network monitoring software	http://www.nagios.org/
Twiki	5.1	a Perl-based structured wiki application - to be replaced with Confluence	http://twiki.org/

Neverblue software systems developed in house:

Software	Description	Link	Notes
Affnet	Affiliate Network	https://secure.neverblue.com/intranet	Internal interface
	Flow charts	https://twiki.nbinternal.com/twiki/bin/view/Developers/AffnetFlowcharts	Graphical documentation of the systems and architecture
	System Overview	https://twiki.nbinternal.com/twiki/bin/view/Developers/SystemOverview	Overview of click/conversion and data collection systems.
	Projects	https://twiki.nbinternal.com/twiki/bin/view/Developers/NonMonthlyReleases	Links to project definition, test plan, and rollout plan
Neverblue.com	Corporate site	http://neverblue.com	Source code documentation only.
Neverblue Aff	Neverblue affiliate interface	https://secure.neverblue.com/aff/	External affiliate interface.
nbstart.com	Company portal	http://nbstart.com	Old product. Source code documentation only.
nbsem	Internal Affiliate tracking system	http://nbsem.com/admin	Old product. Source code documentation only.
hostandpost	Internal host and post system	http://hostandpost.neverblue.com	
	Documentation	https://twiki.nbinternal.com/twiki/bin/view/Developers/HostAndPost	HostAndPost project documentation and flowcharts.
Netdegree.com	Education portal	http://netdegree.com	Source code documentation only.
Bargain.com	Daily deals portal	http://bargain.com	Source code documentation only.

Neverblue software development processes:

Document	Link	Notes
Development standards and guidelines	https://twiki.nbinternal.com/twiki/bin/view/Developers/GuideLines	Often gets updated. Some of the older docs are not relevant to current development
Versioning guidelines	https://twiki.nbinternal.com/twiki/bin/view/Developers/SubversionDoctrine	Versioning structure and development procedures
Testing	https://twiki.nbinternal.com/twiki/bin/view/Developers/AutomatedTestDevelopmentGuide https://twiki.nbinternal.com/twiki/bin/view/Developers/QaVerificationGuideForJiraIssues	Automated test development guide Verification guide for JIRA issues
Release Process	https://twiki.nbinternal.com/twiki/bin/view/Developers/ReleaseProcess	Release process for code, database, and configuration changes.
Release Pipeline	https://twiki.nbinternal.com/twiki/bin/view/Developers/NonMonthlyReleases	Document of pipeline for all projects under development, development complete, reviewed, tested, preparing to release, and released

License Agreements pertaining to licensed software used in the development of Neverblue software systems:

Atlassian End User Agreement, pertaining to Jira with Greenhopper.
Atlassian End User Agreement, pertaining to Fisheye.
Atlassian End User Agreement, pertaining to Confluence.
Atlassian End User Agreement, pertaining to Crucible.
Splunk Software License Agreement, dated November 27, 2011, pertaining to Splunk.
Order Form for Neverblue Media Company, dated December 10, 2010, pertaining to Salesforce.
Sesame Software, Inc. Software License Agreement, pertaining to Relational Junction.
Marketo End User Services Agreement, pertaining to Marketo.
DocuSign Order Form, dated March 20, 2012, pertaining to DocuSign.

License Agreements pertaining to open-source software used in the Neverblue software systems:

Apache License Version 2.0, pertaining to svn.
The PHP License, version 3.01, pertaining to PHP.
PostgreSQL License, pertaining to PostgreSQL.
GNU Affero General Public License, pertaining to MongoDB.
Mozilla Public License, Version 1.1, pertaining to RabbitMQ.
Eclipse Public License, pertaining to Eclipse.
Symfony License, pertaining to Symfony.
GNU General Public License, pertaining to Nagios.
GNY General Public License, pertaining to Twiki.

Domain names:

alapsdovey.com
aloidcepa.com
arneebixa.com
axersvayu.com
bayasplong.com
blaudalenu.com
bohordvigu.com
bounswomps.com
bragesemic.com
bulakrestr.com
callinursy.com
carfplaud.com
caroasenam.com
cetikmel.com
chioslatin.com
dandalban.com
dbvsretan.com
dejarelot.com
dohamungy.com
dreepdidnt.com
edithloki.com
farskeist.com
fhrergibli.com
forexashot.com
futezoid.com
gemseosse.com
gizaspred.com
glorbojo.com
hamanhaye.com
humbobiune.com
irpestero.com
jeatslaur.com

jeelsikh.com
kaingcapri.com
kanafwabby.com
karkhinau.com
klvakorin.com
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nashguhr.com
noktaamba.com
nowlsakey.com
physaamowt.com
reamehesp.com
redgemma.com
retaldukas.com
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richeuluhi.com
sievygeira.com
silylwaar.com
stlgsneter.com
takeduraos.com
taxirarest.com
teisedbas.com
tharftaum.com
tipitcryal.com
toralobley.com
unbaycfss.com
wuspfulwa.com