

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL WIDE MEDIA, INC.		04/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ONEWEST BANK, FSB		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-03		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES		
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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	GLOBAL WIDE (79662.00002)		
NAME OF SUBMITTER:	Minette M. Tayco		

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Signature:	/Minette M. Tayco/
Date:	09/06/2012
<b>Total Attachments: 3</b> source=Global Wide Media - Executed Notice of Grant of Security Interest in Trademarks (OneWest)#page1.tif source=Global Wide Media - Executed Notice of Grant of Security Interest in Trademarks (OneWest)#page2.tif source=Global Wide Media - Executed Notice of Grant of Security Interest in Trademarks (OneWest)#page3.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of April 30, 2012, by **GLOBAL WIDE MEDIA, INC.**, a California corporation ("Grantor") in favor of **ONEWEST BANK, FSB**, a federal savings bank, as Administrative Agent ("Secured Party"), for the benefit of the Lenders and the other Secured Parties (each as defined in the Credit Agreement, dated as of April 30, 2012, executed by Grantor and Secured Party, as amended by that certain First Amendment to Credit Agreement, dated as of even date herewith, executed by Grantor, Neverblue Holdings, Inc., a Delaware corporation ("New Borrower"), the Lenders and Secured Party as administrative agent for the Lenders, as may be further amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Credit Agreement"), as such Security Agreement is amended by the First Amendment to Security Agreement and Reaffirmation, dated as of even date herewith, by and between Grantor and New Borrower in favor of Secured Party for the benefit of the Lenders and the other Secured Parties (as may be further amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), Grantor has granted to the Secured Party a continuing security interest in, and continuing lien upon, the trademarks and trademark applications shown on Schedule 1 attached hereto.

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The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**GRANTOR:**

**GLOBAL WIDE MEDIA, INC.,**  
a California corporation

By: 

Name:

Farshad Fardad

Title:

Chief Executive Officer

**Schedule 1**

U.S. Trademarks

<b><u>Mark</u></b>	<b><u>Application</u></b>	<b><u>Registration</u></b>	<b><u>Registration Date</u></b>
AKMG “a” and crown		3693553	10/6/2009
Advertising Kings Media Group		3702651	10/27/2009
AKMG		3693552	10/6/2009