

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
WORLD TRIATHLON CORPORATION		05/01/2012	CORPORATION: FLORIDA

<b>RECEIVING PARTY DATA</b>	
Name:	LAVA MEDIA, LLC
Street Address:	514 VIA DE LA VALLE
Internal Address:	SUITE 300
City:	SOLANA BEACH
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	77945057	LAVA

<b>CORRESPONDENCE DATA</b>	
Fax Number:	9498556371
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-855-1246
Email:	ljohnson@stetinalaw.com
Correspondent Name:	BENJAMIN N. DIEDERICH
Address Line 1:	75 ENTERPRISE
Address Line 2:	SUITE 250
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	LAVAM-003T
NAME OF SUBMITTER:	BENJAMIN N. DIEDERICH

CH \$40.00 77945057

Signature:	/BND/
Date:	10/10/2012
Total Attachments: 6 source=assignment_003T#page1.tif source=assignment_003T#page2.tif source=assignment_003T#page3.tif source=assignment_003T#page4.tif source=assignment_003T#page5.tif source=assignment_003T#page6.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of May 1, 2012 (the "**Effective Date**") by and between World Triathlon Corporation, a Florida corporation ("**Assignor**"), and Lava Media, LLC., a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

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

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "**Assigned Trademarks**"), together with all rights to collect royalties and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as

Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

WORLD TRIATHLON CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

ASSIGNEE:

LAVA MEDIA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

WORLD TRIATHLON CORPORATION

By: 

Name: WTC

Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

LAVA MEDIA, LLC 

By: 

Name: John Duke

Title: CEO

## Schedule A to Trademark Assignment

### LAVA MAGAZINE IP

#### Domain Registrations

hotlavalifestyle.com	WTC	parked
lavalifestyle.com	WTC	parked
lava-mag.com	WTC	parked
lavamagazine.com	WTC	<b>ACTIVE</b>
lava-magazine.com	WTC	parked
lavamagazineonline.com	WTC	parked
lavamagonline.com	WTC	parked
lavarag.com	WTC	parked
lavarockmagazine.com	WTC	parked

#### Global Trademark Registrations/Pending Applications

Entity	Country	Trademark	Reg. No.	Reg. Date	App. No.	App. Date
WTC	EU	LAVA	008923997	March 3, 2010		
WTC	EU	LAVA (logo design)	008923898	March 3, 2010		
WTC	US	LAVA	3,881,557	November 23, 2010		
WTC	US	LAVA (logo design)	3,881,624	November 25, 2010		
WTC	US	LAVA (logo design)			77/945,057	February 25, 2010
WTC	US	SERIOUS TRIATHON	3,884,338	December 30, 2010		

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF Florida . : ss.:  
CITY/COUNTY OF Hillsborough )

I, Carolyn S. Richards, the undersigned Notary Public do hereby certify  
that Andrew Messick, as CEO of  
WTC, a ~~XXXX~~ who signed the foregoing Assignment document, was authorized on the  
1st day of ~~May~~ 2012 to execute the foregoing Assignment document on behalf of WTC and to  
me acknowledged that he/she did sign the said document.

Carolyn S. Richards  
Notary Public

