

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
In-Store Broadcasting Network, LLC		05/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	POP Radio LLC
Street Address:	15 Newlin Road
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	LIMITED LIABILITY COMPANY: UTAH

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3164221	AUDIO ON DEMAND
Registration Number:	3262526	IN
Registration Number:	3644528	IN STORE BROADCASTING NETWORK
Serial Number:	85153115	IN ROOM BROADCASTING NETWORK
Registration Number:	3161099	IN-STORE BROADCASTING COMPANY
Registration Number:	2937106	IN-STORE BROADCASTING NETWORK
Registration Number:	3432654	PERFECT MEDIA

CORRESPONDENCE DATA

Fax Number: 6036412351
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (603) 627-8119
 Email: ipadm@sheehan.com
 Correspondent Name: Douglas G. Verge
 Address Line 1: 1000 Elm Street, PO Box 3701

CH \$190.00 3164221

Address Line 2: Sheehan Phinney Bass + Green PA
Address Line 4: Manchester, NEW HAMPSHIRE 03105-3701

ATTORNEY DOCKET NUMBER:	15691-10600
NAME OF SUBMITTER:	Douglas G. Verge
Signature:	/Douglas G. Verge/
Date:	10/24/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is effective as of May ,8, 2012.

WHEREAS, In-Store Broadcasting Network, LLC, a Delaware limited liability company (the "Assignor"), is the owner of the trademark applications and registrations set forth on Schedule A hereto (the "Registered Marks"), all other trademarks and service marks used primarily in the Business (such marks, the "Other Marks", and collectively with the Registered Marks, the "Assigned Marks"), together with all goodwill of the Business associated with Assigned Marks and the right to sue for past, present, and future infringement thereof, within the United States of America;

WHEREAS, the Assignor has agreed to transfer and assign the entire right, title and interest in and to the Assigned Marks, and the registration thereof, to POP Radio LLC, a Utah limited liability company (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Agreement of Purchase and Sale of Assets by and between the Assignor and the Assignee (as assignee of POP Radio LP) dated as of March 9, 2012 (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Assigned Marks relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Assigned Marks to the Assignee.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, the entire right, title and interest, in and to the Assigned Marks, together with all of the goodwill of the business symbolized by them throughout the world, and all right, title and interest thereto, and all registrations and pending applications therefor, and any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with any and all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and

The Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her non-U.S. counterparts in the non-U.S. jurisdictions that exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-U.S. counterparts to issue any and all certificates of registration resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

At any time, and from time to time at the Assignee's request, the Assignor agrees to execute further documents (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to more effectively vest full title in and to the Assigned Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce any or all of the Assigned Marks (at its sole cost). This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. All terms used but not defined herein are used as defined in the Purchase Agreement.

This Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and each of which shall constitute one and the same instrument for purposes of evidencing this Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the above-referenced day and year.

ASSIGNOR:

IN-STORE BROADCASTING NETWORK,
LLC

By: [Signature]
Name: Rob Brazell
Title: Chairman

ASSIGNEE:

POP RADIO LLC
By POP Radio LP
By POP Media LLC
Its General Partner

By: [Signature]
Name: Jeffrey Shapiro
Title: Vice President

STATE OF New Hampshire
COUNTY OF Cramton

This instrument was acknowledged before me on this 18th day of May, 2012 by Jeffrey Shapiro, Vice-President of POP Media LLC, general partner of Pop Radio LP, sole member of POP Media LLC.

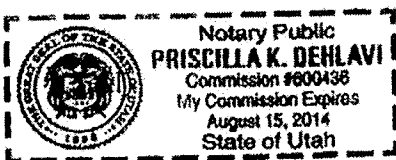
[Signature]
Notary Public/ Justice of the Peace
My Commission Expires: 9/3/2013

(Seal)

STATE OF Utah
COUNTY OF Salt Lake

This instrument was acknowledged before me on this 18 day of May, 2012 by Robert V. Brazell, as Chairman and Manager of Licensee: In-Store Braodcasting Network.

[Signature]
Notary Public/ Justice of the Peace
My Commission Expires: August 15, 2014



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Registered Trademarks

Trademark	Country	Status Class(es)	Application Number/Date	Registration Number/Date
AIMM	United Kingdom	Registered 35 Int.	2411966 25-Jan-2006	2411966 25-Jan-2006
Audio on Demand	United States of America	Registered 09 Int.	78/544,068 07-Jan-2005	3,164,221 24-Oct-2006
IN	Canada	Registered 35 Int.	1,286,845 20-Jan-2006	TMA734,371 13-Feb-2009
IN	United States of America	Registered 35 Int.	78/641,643 01-Jun-2005	3,262,526 10-Jul-2007
In Store Broadcasting Network & Design	United States of America	Registered 35 Int.	77/421,369 13-Mar-2008	3,644,528 23-Jun-2009
InRoom Broadcasting Network	United States of America	Pending 35 Int.	85/153,115 14-Oct-2010	
In-Store Broadcasting Company	United States of America	Registered 35 Int.	78/661,202 29-Jun-2005	3,161,099 17-Oct-2006
In-Store Broadcasting Network	Canada	Registered 35 Int.	1,286,847 20-Jan-2006	TMA734,445 13-Feb-2009
In-Store Broadcasting Network	United Kingdom	Registered 35 Int.	2412294 28-Jan-2006	2412294 28-Jan-2006
In-Store Broadcasting Network	United States of America	REGISTERED 35 Int.	76/574,876 10-Feb-2004	2,937,106 29-Mar-2005
Perfect Media	Canada	Registered 35 Int.	1,286,846 20-Jan-2006	TMA741,045 28-May-2009
Perfect Media	United States of America	Registered 42 Int.	78/552,987 24-Jan-2005	3,432,654 20-May-2008
Third Moment of Truth	United Kingdom	Registered 35 Int.	2430336 18-Aug-2006	2430336 18-May-2007