

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
	HobbyTalk Ltd.	FORMERLY Martingale Internet Technologies Ltd.	11/08/2012
			Entity Type
			COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MAS Media Inc.		
Street Address:	102 NE 2nd Street, Suite 317		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2903449	HOBBYTALK
CORRESPONDENCE DATA			
Fax Number:	2129692900		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	TM ASSIGNMENT (HOBBYTALK)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		
Date:	11/14/2012		
Total Attachments: 1 source=trademark assignment#page1.tif			

CH \$40.00 2903449

ASSIGNMENT

THIS ASSIGNMENT is made as of the 8th day of November 2012 by and between HobbyTalk Ltd., an English company located at 31A Hill Avenue, Apsley Hill, London NW10 7JH, United Kingdom (HobbyTalk Internet Technologies Ltd.) ("Assignor"), on the one hand, and MAS Media Inc., a Delaware corporation located at 102 NE 2nd Street, Suite 317, Boca Raton, Florida 33433 ("Assignee"), on the other hand.

WHEREAS, Assignor owns the service mark HOBBYTALK in connection with the provision of a web site in which users can offer goods for sale and buy goods offered by others, and the corresponding U.S. Service Mark Registration No. 2,981,489 therefor, and all goodwill associated therewith (collectively, the "Service Mark");

WHEREAS, Assignee is purchasing the Service Mark from Assignor;

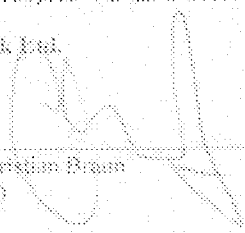
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Service Mark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. Assignor hereby warrants and represents that (i) it has the sole and exclusive right to dispose of any and all rights granted Assignee herein; that (ii) the Service Mark is true and clear of any encumbrances or liens and is not subject to any third-party agreement or arrangements that would interfere with Assignee's full exercise of rights granted herein; (iii) that it will not execute any further agreement or arrangements in conflict herewith; and (iv) the Service Mark does not violate or infringe on any trademark, service mark or similar rights of any person or entity. Assignor will hold harmless, defend, and fully indemnify Assignee and its affiliates, and all of their employees and agents (and their respective successors, assigns, and licensees) against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding arising out of any breach of any of the foregoing representations and warranties.

3. Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of Assignee to the Service Mark as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentation, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

HobbyTalk Ltd.

By: 
Name: Christian Brown
Title: CEO

MAS Media Inc.

By: 
Name: Philip DeLoe
Title: President