

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
The Forum Enterprises, Inc.		06/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MSG Forum, LLC		
Street Address:	Two Pennsylvania Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1222923	THE FORUM	
CORRESPONDENCE DATA			
Fax Number:	2022204201		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-220-4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	Susan A. Smith - Kenyon & Kenyon LLP		
Address Line 1:	1500 K Street, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	15182-4		
NAME OF SUBMITTER:	Susan A. Smith, Esq.		
Signature:	/sas/		

OP \$40.00 1222923

Date:

01/02/2013

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of June 25, 2012, by and between THE FORUM ENTERPRISES, INC., a Delaware corporation (the "Assignor"), and MSG FORUM, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Assignor, MSG Holdings, L.P., a Delaware limited partnership (the "Assignee Parent"), and the Assignee have entered into that certain Asset Purchase Agreement, dated as of August 12, 2011 (as amended, the "Purchase Agreement"), pursuant to which the Assignor is to assign to the Assignee the Seller Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign all of its right, title, and interest in and to the Seller Intellectual Property to the Assignee, its successors, or assigns.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Assignment shall be effective as of 12:00 a.m. Pacific time on the Closing Date.
2. The Assignor hereby irrevocably sells, transfers, conveys, and assigns to the Assignee, its successors, assigns, and legal representatives, all of the Seller Intellectual Property and all goodwill associated therewith, including without limitation those items shown on Schedule A attached hereto and incorporated herein by reference. Additionally, the Assignor hereby conveys to the Assignee all claims, demands, and causes of action and all associated rights and remedies which relate to any use, infringement, or misappropriation of any Seller Intellectual Property, including, without limitation, the rights to all applications, renewals, extensions and corresponding rights, the rights to all past damages and profits by reason of infringement that have occurred prior to the effective date of this Assignment, and the rights to sue for and collect the same by the Assignee for the use and benefit of the Assignee and its successors, assigns, and legal representatives.
3. The Assignor shall execute all documents and provide any assistance as reasonably requested by the Assignee at Assignee's cost and expense to give effect to the terms of and transactions contemplated by this Assignment, including, without limitation, to evidence, perfect or effectuate the Assignee's title to the Seller Intellectual Property or to obtain United States and/or foreign copyright registrations covering original works of authorship belonging or assigned hereunder to the Assignee. Without limiting the foregoing, the Assignor shall execute any assignments of copyrights or other proprietary rights transferred or assigned hereunder

(including short form assignments intended for recording with the U.S. Copyright Office or any other entity).

4. If, after reasonable request by Assignee, Assignor fails or is unable to deliver any of the documents or to take such actions as are required under Section 1.5 of the Purchase Agreement and paragraph 3 of this Assignment (“Unsatisfied Assignee Request”), Assignee shall be entitled to do so on Assignor’s behalf pursuant to the remainder of this paragraph 4. In the event of an Unsatisfied Assignee Request, the Assignor hereby appoints the Assignee as its attorney-in-fact to act in the Assignor’s name, place, and stead to execute, deliver, and record any document or instrument of assignment in any country in which any registration, application, or process of any type or nature relating to any Seller Intellectual Property is pending or issued, granting or confirming the rights granted herein. Such appointment is coupled with an interest in the Seller Intellectual Property and shall be irrevocable.

5. The Assignee accepts the assignment of the Seller Intellectual Property.

6. Nothing in this Assignment shall be deemed to amend, supplement, limit, waive or otherwise derogate from any provision of the Purchase Agreement by either party and none of such provisions in the Purchase Agreement shall be deemed to have merged into this Assignment. In the event of any conflict between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

7. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, the parties and their respective heirs, executors, administrators, successors and assigns.

8. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the internal law, and not the law pertaining to conflicts or choice of law, of the State of California. Each of the parties hereto agrees that Section 9.17 of the Purchase Agreement is incorporated herein as if fully set forth.

9. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

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

ASSIGNOR:


THE FORUM ENTERPRISES, INC.,
a Delaware corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

ASSIGNEE:

MSG FORUM, LLC,
a Delaware limited liability company

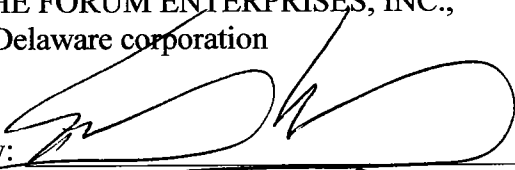
LA By:  _____
Name: Mark C. Crestello
Title: SVP and Assistant Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

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

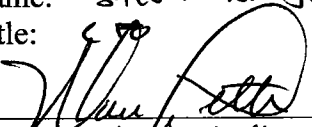
ASSIGNOR:

THE FORUM ENTERPRISES, INC.,
a Delaware corporation

By: 

Name: Steven R. Johase

Title: CEO

By: 

Name: Mark Litte

Title: COO

ASSIGNEE:

MSG FORUM, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

SCHEDULE A

Seller Intellectual Property

Intellectual Property

1. Any trademarks, service marks, trade names, logos, copyrights and other intellectual and intangible property that may have been assigned to or are otherwise owned by Seller at Closing.
2. The following domain names:
 - thelaforum.com
 - thelaforum.biz
 - thelaforum.info
 - thelaforum.net
 - thelaforum.org
 - thelaforum.us
 - forumenterprises.biz
 - forumenterprises.info
 - forumenterprises.net
 - forumenterprises.org
 - forumenterprises.us
3. Registered Trademark - Design Plus Words, Letters and/or Numbers
"The Forum"; Registration Number 1222923