

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spin Media LLC		07/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BUZZMEDIA		
<b>Street Address:</b>	6464 Sunset Boulevard		
<b>City:</b>	Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3552550	IT HAPPENED LAST NIGHT	
Registration Number:	3250644	MSPIN	
Registration Number:	0135165		
Registration Number:	1961393	SPIN	
Registration Number:	3267760	SPINSIDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(650) 988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Stephen Garcia		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		

**CH \$140.00 3552550**

**900243052**

**TRADEMARK  
 REEL: 004934 FRAME: 0838**

ATTORNEY DOCKET NUMBER:	24630-00070-1991
NAME OF SUBMITTER:	Stephen Garcia
Signature:	/Stephen Garcia/
Date:	01/03/2013
Total Attachments: 5 source=Spin TM Assignment K - Execution Copy#page1.tif source=Spin TM Assignment K - Execution Copy#page2.tif source=Spin TM Assignment K - Execution Copy#page3.tif source=Spin TM Assignment K - Execution Copy#page4.tif source=Spin TM Assignment K - Execution Copy#page5.tif	

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of July 3, 2012 by and among Spin Media, LLC, a Delaware limited liability company (the “*Assignor*”) and BUZZMEDIA, a California corporation (“*Assignee*”).

WHEREAS, the Assignor and the Assignee are certain of the parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the “*Purchase Agreement*”), pursuant to which the Assignee has agreed to acquire all of the Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used in the conduct of the Assignor’s business, including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SPIN MEDIA, LLC

BUZZMEDIA

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

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

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

Name: Tyler Goldstein

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

Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SPIN MEDIA, LLC

BUZZMEDIA

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

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

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

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

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

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

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]


**SCHEDULE A**

ASSIGNED TRADEMARKS

**U.S. Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Application No. and Date</b>	<b>Registration No. and Date</b>	<b>Status</b>
mSPIN	USA	78/703,699 Aug 30 2005	3250644 Jun 12 2007	Registered
SPIN	USA	73/519,332 Jan 25 1985	1351650 Jul 30 1985	Renewed Jul 30 2005
SPIN	USA	74/522,895 May 3 1994	May 3 1994 Mar 12 1996	Renewed Mar 12 2006
SPIN	USA	75/041,812 Jan 11 1996	2747458 Aug 5 2003	Cancelled - Sec. 8 Mar 7 2010
SPIN	USA	75/123,716 Jun 21 1996	2976315 Jul 26 2005	Cancelled - Sec. 8 Mar 2 2012
SPIN	USA	75/662,218 Mar 17 1999	2370524 Jul 25 2000	Cancelled - Sec. 8 Mar 4 2011
SPINsider	USA	78/716,287 Sep 20 2005	3267760 Jul 24 2007	Registered
IT HAPPENED LAST NIGHT	USA	77/158007 Apr16 2007	3552550 Dec 30 2008	Registered
SPIN.COM CORRESPONDENT PROGRAM	USA	77/157991 Apr 16 2007		Abandoned No Statement of Use Filed Sep 28 2009

Foreign Trademarks

<b>Mark</b>	<b>Country</b>	<b>Application No. and Date</b>	<b>Registration No. and Date</b>	<b>Status</b>
SPIN	Australia	652750 Feb 10 1995	652750 Feb 10 1995	Registered
SPIN	Australia	652817 Feb 13 1995	652817 Feb 13 1995	Registered
SPIN	Canada	624841 Feb 6 1989	409294 Mar 12 1993	Registered - Amendment to Registration March 18, 2008
SPIN & Design 	CTM/EU	217927 Apr 1 1996	217927 Apr 2 1999	Registered
SPIN	Germany	39506195.4 Feb 14 1995	DE39506195 Oct 13 1995	Renewed
SPIN	United Kingdom	1363474 Nov 14 1988	1363474 Aug 29 1995	Registered