

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment to trustee/assignee for the benefit of creditors		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akoo International, Inc.		01/02/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Howard B. Samuels, not individually, but solely as assignee for the Benefit of Creditors of Akoo International, Inc.		
Street Address:	350 North LaSalle Drive, Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	TRUSTEE: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3703700	TEXT YOUR SONG!	
Registration Number:	3503233	TEXT REWARDS	
Registration Number:	4035210	TEXT IT. HEAR IT. SEE IT.	
Registration Number:	3343449	M-VENUE	
Registration Number:	3262044	FIND IT. HEAR IT. SEE IT.	
Serial Number:	85447307	AKOOTV	
Serial Number:	85447306	AKOO, THE COOLEST TV NETWORK ANYWHERE	
Registration Number:	3218620	AKOO	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	816-753-1000		
Email:	uspt@polsinelli.com, jwillard@polsinelli.com		

CH \$215.00 3703700

Correspondent Name: Timothy D. Steffens, Polsinelli Shughart
Address Line 1: 700 W. 47th Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 072621-448927

NAME OF SUBMITTER: Timothy D. Steffens

Signature: /Timothy D. Steffens/

Date: 02/05/2013

Total Attachments: 8
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**TRUST AGREEMENT AND ASSIGNMENT FOR
THE BENEFIT OF CREDITORS OF AKOO INTERNATIONAL, INC.**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the "Agreement") is made and entered into as of January 2, 2013, by and between **AKOO INTERNATIONAL, INC.**, an Illinois Corporation, with its principal place of business at 5600 North River Road, Suite 900, Rosemont, IL 60018 ("Akoo") and **HOWARD B. SAMUELS**, of Rally Capital Services LLC, with its principal place of business at 350 North LaSalle Drive, Suite 1100, Chicago, IL 60654 (the "Trustee/Assignee").

W I T N E S S E T H:

WHEREAS, Akoo is indebted to various persons, corporations, and other entities and is unable to pay its debts in full, has decided to discontinue its business, and is desirous of transferring its property to a Trustee/Assignee for the benefit of its creditors so that the property so transferred may be expeditiously sold or liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Akoo's existing indebtedness to its creditors, the express undertakings of the Trustee/Assignee and the mutual covenants contained herein, it is AGREED:

A. Creation and Object of Trust. The name of this Trust shall be the "Akoo Creditors Trust," and its object shall be the orderly liquidation of the assets and property of Akoo and the distribution of the proceeds of the liquidation to creditors of Akoo in accordance with applicable law. Akoo hereby nominates and appoints Howard B. Samuels as Trustee/Assignee to carry out the purpose of this Akoo Creditors Trust in accordance with its terms and conditions set forth herein. The Trustee/Assignee shall have the rights, powers, duties and immunities set forth herein, in addition to those provided by applicable law. The Trustee/Assignee shall receive reasonable compensation for his services (as agreed in writing between the Trustee/Assignee and Akoo) and reimbursement of his actual, out-of-pocket expenses, including, but not limited to, reimbursement of third party attorneys' fees and other professional fees and costs. The Trustee/Assignee may serve without bond. In the event of death or inability to act, or the resignation of Howard B. Samuels as Trustee/Assignee, then, in any such event, Daniel Lee, is hereby appointed as Successor Trustee/Assignee with all the duties, rights, and powers herein imposed upon and granted to Howard B. Samuels as original Trustee/Assignee. Any individual validly appointed to succeed the original Trustee/Assignee shall be referred to hereinafter as the "Successor Trustee/Assignee," and all references to the Trustee/Assignee set forth in the Agreement shall include the Successor Trustee/Assignee to the extent Howard B. Samuels is replaced as the Trustee/Assignee.

B. Transfer of Personal Property and Other Assets. Akoo does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and any Successor Trustee/Assignee, all property and assets of Akoo, whatever and wherever situated. The property and assets transferred shall include without limitation, all personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, accounts

receivable, chattel paper, furniture, fixtures, equipment, leaseholds, licenses, leasehold improvements, inventory, documents, mail, instruments, contract rights, general intangibles, patents, trade names, trademarks, franchises, service marks, refunds, claims and causes of action.

C. Powers and Duties of Trustee/Assignee. The Trustee/Assignee shall have the following powers, rights and duties:

1. To sell and dispose of all secured creditors' collateral subject to each such secured creditor's right to bid in its debt at any such sale or exercise such other rights and remedies available to each such secured creditor pursuant to its agreement with Akoo or applicable law including, without limitation, the right to receive all net proceeds derived from each secured creditor's collateral; provided, however, each secured creditor that is either an Assenting Creditor (as defined below) or agrees that its collateral may be sold, conveyed, encumbered, leased, licensed, hypothecated or otherwise disposed of by the Trustee/Assignee agrees and consents to the Trustee/Assignee's use of the proceeds of the disposition of such secured creditor's collateral to the extent necessary in the good faith judgment of the Trustee/Assignee to satisfy any commercially reasonable administrative expenses in (i) preserving, taking possession of, disposing of, delivering, removing or taking any other action required with respect to such collateral as may be required or under applicable law or, (ii) as may be necessary to fulfill the Trustee/Assignee's duties and responsibilities under this Agreement;

2. To pay the unsecured creditors of Akoo out of funds of the Akoo Creditors Trust that are not subject to any valid, subsisting, and enforceable liens or other encumbrance(s), according to the following priorities:

(a) First, all costs and expenses incidental to the administration of the Akoo Creditors Trust not satisfied from secured creditor's collateral proceeds, if any, including all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee/Assignee (as agreed in writing between Akoo and the Trustee/Assignee) and the payment of reasonable compensation for the services of attorneys for the Trustee/Assignee. These costs and expenses shall include those incidental to the preparation and execution of this Agreement;

(b) Second, to the extent that such debts are entitled to priority under applicable law, all debts owing to any governmental authority as of the date of this Agreement including, but not limited to, withholding tax, unemployment tax and other income, excise, property and employment tax;

(c) Third, all other debts owing as of the date of this Agreement that are entitled to the priority treatment and payment under applicable law;

(d) Fourth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness until all such debts are paid in full, plus interest at the judgment rate under Illinois law. The Trustee/Assignee shall

make interim distributions whenever the Trustee/Assignee accumulates sufficient funds to enable him to make a reasonable distribution; and

(e) Finally, the surplus of the Trust's funds, if any, when all debts of the Trust shall have been paid in full, shall be distributed to Akoo's shareholders by the Trustee/Assignee in accordance with their rights;

3. To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including but not limited to, the collection of any and all accounts receivable of Akoo, the abandonment of any or all of the assets and property of Akoo, and the distribution of the proceeds therefrom to the creditors of Akoo;

4. To require all creditors of Akoo to whom a balance is now owing to submit verified statements by a fixed date of their respective accounts;

5. To settle any and all claims against or in favor of Akoo, with full power to compromise such claims, or in the reasonable discretion of the Trustee/Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature existing against or in favor of Akoo;

6. To receive and open all mail addressed to or received by Akoo or in its name and stead; and

7. To do and perform any and all other acts necessary and proper for the distribution of funds derived from the liquidation or other disposition of the Trust's property;

8. To employ Seyfarth Shaw LLP to act as counsel for the Trustee/Assignee, and that Seyfarth Shaw LLP shall render such legal services as the Trustee/Assignee requires during the existence of the Akoo Creditors Trust. In addition, the Trustee/Assignee may retain special counsel should he deem that special counsel is necessary to prosecute or defend any legal or equitable action or to perform any other duties as may be required in the circumstances;

9. To offer to and/or continue the employment of any existing employees of Akoo as necessary to operate the business of Akoo during the term of the assignment for the benefit of creditors; and

10. To (a) borrow funds on a non-recourse basis, including from the existing secured creditor of Akoo, to the extent necessary to (i) operate the business of Akoo during the term of the assignment for the benefit of creditors and (ii) pay all authorized expenses, and (b) grant liens and security interests in connection with such financing in favor of any such lender in the assets transferred and conveyed to the Trustee/Assignee.

D. Rights of Creditors. All rights and remedies of the creditors against any surety or sureties for Akoo are hereby expressly reserved, and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Akoo, or from enforcing or otherwise

obtaining the full benefit of any mortgage, charge, pledge, lien, or other security that they now hold on any property, credits, or effects of Akoo.

E. Administration of Trust. This Trust shall be administered out of court. The Trustee/Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee/Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising in the course of administration of the Trust.

F. Liability of Assignee-Trustee and His Agents. It is understood and agreed that the Trustee/Assignee, his agents, and his counsel are to assume no personal liability or responsibility for any debt of Akoo or of the Akoo Creditors Trust. The Trustee/Assignee shall execute all documents on behalf of the Akoo Creditors Trust solely in his capacity as Trustee/Assignee and not in his individual capacity, and all such documents shall include the appropriate legend that fully discloses his office and specifically disclaims any personal liability for any obligation created under any such document. Such legend shall substantially read as follows:

THIS DOCUMENT IS EXECUTED BY THE TRUSTEE/ASSIGNEE, NOT PERSONALLY, BUT SOLELY AS THE TRUSTEE/ASSIGNEE UNDER THE TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF AKOO INTERNATIONAL, INC., IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED AND VESTED IN HIM AS SUCH TRUSTEE/ASSIGNEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PARTY HERETO AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR INTEREST HEREUNDER THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE TRUSTEE/ASSIGNEE OR ON ANY OF HIS AGENTS UNDER SAID TRUST AGREEMENT.

It is further understood and agreed that the obligations of the Trustee/Assignee, his agents, and his counsel shall be limited to the performance of the terms and conditions of this Agreement in good faith and in the exercise of their best judgment, and that the Trustee/Assignee, his agents, and his counsel shall not be personally liable for any act or omission in the execution of their duties under this Agreement except such acts or omissions that are determined by a court of competent jurisdiction to be the result of the Trustee/Assignee's, his agents' or his counsels' gross negligence or willful misconduct. All funds and assets coming into the Akoo Creditors Trust, whether encumbered or unencumbered, may be used to indemnify and reimburse the Trustee/Assignee, his agents, and his counsel for any and all actual and reasonable out of pocket costs, fees, expenses, claims or liabilities that they may incur in the performance of their duties hereunder except for any claims that are determined by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of Trustee/Assignee, his agents, or his counsel.

G. Representations and Warranties of Akoo. Akoo hereby warrants as follows:

1. The list of creditors delivered concurrently to the Trustee/Assignee is complete and correct as reflected by the books and records of Akoo as to names of said creditors, their addresses, and the amounts due them.

2. Akoo, through its directors and more than two-thirds of its shareholders, has authorized the execution of this Agreement, and the signature appearing on the written consent attached hereto as **Exhibit A** by the directors and shareholders that Akoo has delivered to Trustee/Assignee contemporaneously herewith are true and accurate.

3. Akoo, through its officers and directors, to the extent that any remain, shall perform any and all acts reasonably necessary and proper to assist the Trustee/Assignee in the orderly liquidation of Akoo assets and the collection of money owed to Akoo and in the distribution of that money and the proceeds of asset sales to Akoo creditors; provided, however, the officers, directors and managers of Akoo shall be required to provide assistance to the Trustee/Assignee only to the extent, and on the condition that they are reasonably compensated for those services.

H. Durable Power of Attorney. Akoo herewith makes and appoints the Trustee/Assignee as its true and lawful attorney for it and in its name and on its behalf to sign, seal, acknowledge and deliver, and cause to be recorded, if necessary, all instruments, deeds, bills of sale, conveyances and other documents of every nature and kind that, in the Trustee/Assignee's sole discretion he deems necessary or advisable to fulfill his duties and responsibilities hereunder. Without limiting the generality of the foregoing, Akoo hereby grants to the Trustee/Assignee full power and authority to do and perform all acts and every act and thing whatsoever as fully as Akoo might or could do, and Akoo hereby ratifies and confirms all decisions and acts that the Trustee/Assignee shall make, do or cause to be done by virtue of the authority of this Power of Attorney. By these provisions Akoo means and intends to grant to the Trustee/Assignee a durable and sustaining Power of Attorney.

I. Governing Laws. This Agreement and the Trustee/Assignee's duties and the obligations of the parties hereto, shall be construed or governed, as the case may be, in accordance with the laws of the State of Illinois and federal law to the extent applicable on all matters arising out of or relating to this Agreement and all claims arising or relating to the Akoo Creditors Trust.

J. Assenting Creditors, Claims and the Bar Date. Any person, corporation, limited liability company, partnership or other entity or governmental unit holding a claim against Akoo or the Akoo Creditors Trust shall become an assenting creditor (an "Assenting Creditor") by executing an Assent and Proof of Claim and returning it so as to be received by the Trustee/Assignee on or before the date (the "Bar Date") by which general unsecured claims not entitled to priority under applicable law must submit claims so as to be entitled to participate in the proceeds of the Akoo Creditors Trust. The Trustee/Assignee may extend the Bar Date for any or all such claims in his sole discretion and in the interests of fairness and justice based upon a creditor's excusable neglect. The Bar Date shall not apply to claims entitled to priority under applicable law or to secured claims. The Bar Date shall be prominently set forth in the Assent

and Proof of Claim sent to each known creditor that must timely file a claim and shall provide each creditor with sufficient time, as determined in the Trustee/Assignee's reasonable discretion, to submit a claim.

K. Miscellaneous.

1. *Jurisdiction and Venue.* The state and federal courts of the State of Illinois shall have exclusive jurisdiction over the assignment affected hereby, the actions of the Trustee/Assignee in such capacity, and all matters relating to the administration of the Akoo, including the determination of any and all controversies arising under or in connection with this Agreement.

2. *Construction.* Titles, headings and subheadings used in this Agreement are solely for ease of reference, and shall not affect the construction of this Agreement.

3. *Successors and Assigns.* All provisions of this Agreement shall be binding on and in favor of any administrators, successors, heirs and assigns of the persons, partnerships, corporations or other entities or parties hereto.

4. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument.

5. *Integration.* This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding of the parties concerning such subject matter.


6. *Covenant of Assenting Creditors.* Each Assenting Creditor, by becoming a party hereto, and in consideration of the terms hereof, covenants to forbear from bringing suit or other action to collect, perfect or otherwise realize upon its claims against Akoo, until such time as the Trustee/Assignee has completed his administration of the Akoo Creditors Trust and has fulfilled all of his duties hereunder and covenants, upon request from the Trustee/Assignee, to suspend, subject to appropriate tolling agreements to be entered into by the Trustee/Assignee, any suit or proceeding pending against Akoo or to permit Trustee/Assignee to prosecute the same for the benefit of the Akoo Creditors Trust if he shall so elect; provided, however, that this covenant shall in no way affect the liability to such Assenting Creditor of any third party, who, by written guaranty or otherwise, may be liable for such debt or claim contingently, absolutely or jointly with Akoo is a necessary party to such proceeding, satisfaction therein will be taken only against such third parties. Each Assenting Creditor further covenants not to transfer, after accepting this Agreement, any negotiable instrument on which Akoo is liable without endorsing thereon a memorandum that such is subject to this Agreement; provided, however, any Assenting Creditor may transfer such negotiable instrument on which Akoo is liable to such Assenting Creditor's affiliates or lawful designees if such transferring creditor provides written notice to the Trustee/Assignee of such transfer.

L. **Acceptance by Trustee/Assignee.** As evidenced by his signature below, the Trustee/Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee/Assignee's skill, knowledge and ability. It is understood that the Trustee/Assignee shall have reasonable compensation for his services rendered in connection with the Akoo Creditors Trust.

Executed and delivered at Chicago, Illinois as of the date first written above.

AKOO INTERNATIONAL, INC.,
an Illinois corporation

By:


Name: Niko Drakoulis
Its: CEO

ACCEPTANCE

I, Howard B. Samuels, the Trustee/Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee/Assignee, subject to the conditions set forth above January 2, 2013.

Howard B. Samuels

[Signature Page to Trust Agreement And Assignment For The Benefit Of Creditors]

L. Acceptance by Trustee/Assignee. As evidenced by his signature below, the Trustee/Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee/Assignee's skill, knowledge and ability. It is understood that the Trustee/Assignee shall have reasonable compensation for his services rendered in connection with the Akoo Creditors Trust.

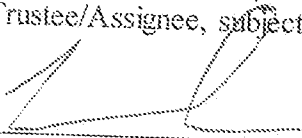
Executed and delivered at Chicago, Illinois as of the date first written above.

AKOO INTERNATIONAL, INC.,
an Illinois corporation

By: _____
Name: _____
Its: _____

ACCEPTANCE

I, Howard B. Samuels, the Trustee/Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee/Assignee, subject to the conditions set forth above January 2, 2013.



Howard B. Samuels

[Signature Page to Trust Agreement And Assignment For The Benefit Of Creditors]

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