

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
Spark Digital Media, Inc.		04/26/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Spark Media Digital, LLC		
Street Address:	1823 Jefferson Place, N.W.		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3252328	SPARK DIGITAL MEDIA	
Registration Number:	3252329	SPARK DIGITAL MEDIA	
Registration Number:	3428105	SPARK DIGITAL MEDIA	
CORRESPONDENCE DATA			
Fax Number:	4048738625		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-873-8624		
Email:	trademarks@agg.com		
Correspondent Name:	J. Tucker Barr, Esq.		
Address Line 1:	171 17th Street, N.W.		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363-1031		
NAME OF SUBMITTER:	J. Tucker Barr, Esq.		
Signature:	/JTB/		

CH \$90.00 3252328

Date:

05/15/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is, effective as of this 26 day of April, 2013 ("Effective Date"), by and between Spark Digital Media, Inc., a Texas corporation ("ASSIGNOR"), and Spark Media Digital, LLC, a Delaware limited liability company ("ASSIGNEE").

WHEREAS, the records of the United States Patent and Trademark Office show ASSIGNOR as the owner of record for the federally-registered trademarks SPARK DIGITAL MEDIA (Reg. No. 3252328), SPARK DIGITAL MEDIA and Design (Reg. No. 3252329), and SPARK DIGITAL MEDIA and Design (Reg. No. 3428105) (collectively hereinafter, the "Marks");

WHEREAS, ASSIGNOR has acquired good will associated with and symbolized by the Marks and has used the Marks without abandoning the same;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Marks worldwide; and

WHEREAS, ASSIGNOR is willing to relinquish all right, title and interest that it may have in and to the Marks, and to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Marks worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

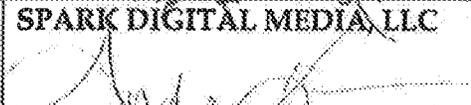
1. In exchange for the payment described in paragraph 4 of this Agreement, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE its entire right, title and interest in and to the Marks together with the goodwill in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made. In addition, ASSIGNOR assigns to ASSIGNEE all claims to recover damages, profits and other remedies for past, present or future infringements or other unauthorized use of the Marks, together with the right to sue for, and to collect, such damages.

2. ASSIGNOR requests the Commissioner of Patents and Trademarks of the United States to record ASSIGNEE as owner of the Marks for the sole use and enjoyment of ASSIGNEE, its successors, assigns or other legal representatives.

3. ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Marks in ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

4. In exchange for the consideration to ASSIGNEE set forth in this Agreement, ASSIGNEE agrees to pay ASSIGNOR the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "Payment"). Within three (3) business days of the Effective Date, ASSIGNEE shall make the Payment to ASSIGNOR by delivering a certified check via Federal Express to ASSIGNOR's Director, Mark Sullivan, at the following address: 1737 Stebbins Dr, Unit 200, Houston, TX 77043. ASSIGNOR directs the Payment be made to Mark Sullivan.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

SPARK DIGITAL MEDIA, INC.  Mark Sullivan Director	SPARK DIGITAL MEDIA, LLC  Printed Name: <u>Andrew H. Cho</u> Title: <u>General Counsel</u>
SWORN TO and subscribed before me on this <u>26</u> day of <u>April</u> 2013.  Notary Public My Commission Expires: <u>11/30/2016</u>	SWORN TO and subscribed before me on this <u>26</u> day of <u>April</u> 2013.  Notary Public My Commission Expires: <u>11/30/2016</u> <small>(H. Sang Choi) Notary Public, District of Columbia My Commission Expires 11/30/2016</small>

