

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
SpinMedia		04/25/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SpinMedia
Street Address:	6464 Sunset Boulevard
City:	Hollywood
State/Country:	CALIFORNIA
Postal Code:	90028
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78632157	MVIBE
Serial Number:	74301822	VIBE
Serial Number:	74389095	VIBE RECORDS
Serial Number:	75267799	VIBE
Serial Number:	75486958	VIBE
Serial Number:	77659401	VSESSIONS
Serial Number:	78625633	VIBE
Serial Number:	85855304	VIBE NATURAL CURL THERAPY
Serial Number:	85873740	VIBE VIXEN
Serial Number:	85874643	VIBE VIXEN

CORRESPONDENCE DATA

Fax Number: 6509385200
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 78632157

Phone: (650) 988-8500
Email: trademarks@fenwick.com
Correspondent Name: Stephen Garcia
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24630-00070-1991
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NAME OF SUBMITTER:	Stephen Garcia
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Signature:	/Stephen Garcia/
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Date:	08/15/2013
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Total Attachments: 6

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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of April 22, 2013 by and among InterMedia Vibe Holdings, LLC, a Delaware limited liability company (the "*Assignor*") and SPINMEDIA, 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.

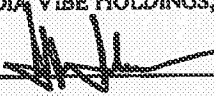
With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

[SIGNATURE PAGE NEXT]

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

INTERMEDIA VIBE HOLDINGS, LLC

SPINMEDIA

By: 

By: _____

Name: Tell Tausu

Name: _____

Title: Branch Manager

Title: _____

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

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

INTERMEDIA VIBE HOLDINGS, LLC

SPINMEDIA

By: _____

By:  _____

Name: _____

Name: STEPHEN HANSEN

Title: _____

Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

SCHEDULE A
ASSIGNED TRADEMARKS


U.S. Trademarks

Mark	Country	Application No. and Date	Registration No. and Date	Status
See list of marks in Disclosure Schedule to Asset Purchase Agreement				

Foreign Trademarks

Mark	Country	Application No. and Date	Registration No. and Date	Status

LIVE U.S. MARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Goods/Class	§8 Declaration due (6 yr)	§8 Declaration due (10 yr)
BLAZE BATTLE	78/199461		3098764	5/30/2006	09	5/30/2012	5/30/2016
BOOMSHOTS	76/541288		2916980	1/11/2005	16	1/11/2011	1/11/2015
DOMEPIECE	76/541287		2916979	1/11/2005	16	1/11/2011	1/11/2015
MVIBE	78/632157		3274291	8/7/2007	09,38	8/7/2013	8/7/2017
PLAY	76/541276		3128195	8/8/2006	16	8/8/2012	8/8/2016
PROPS	76/541285		2915738	1/4/2005	16	1/4/2011	1/4/2015
SAY WORD	76/541284		2900923	11/2/2004	16	11/2/2010	11/2/2014
V FACE	76/541282		2915737	1/4/2005	16	1/4/2011	1/4/2015
V FASHION	76/541281		2915736	1/4/2005	16	1/4/2011	1/4/2015
V LIVE	76/541280		2926225	2/15/2005	16	2/15/2011	2/15/2015
V STYLE	76/541279		2926224	2/15/2005	16	2/15/2011	2/15/2015
VIBE	78/625633		3745439	2/2/2010	41	2/2/2016	2/2/2020
VIBE	74/301822		1800105	10/19/1993	16	10/19/1999	10/19/2013
VIBE	75/486958		2303664	12/28/1999	42	12/28/2005	12/28/2019
VIBE CONFIDENTIAL	76/541278		2922158	2/1/2005	16	2/1/2011	2/1/2015
VIBE MUSICFEST	78/589519		3122073	7/25/2006	41	7/25/2012	7/25/2016
VSESSIONS	77/659401		3663561	8/4/2009	41	8/4/2015	8/4/2019
VIBO	75/267799		2144655	3/17/1998	16	3/17/2004	3/17/2018
	74/389095		1819799	2/8/1994	09	2/8/2000	2/8/2014
DROPPIN' DIME	76/541286		2893970 (Supp. Reg.)	10/12/2004	16	10/12/2010	10/12/2014
VIBE'S 20 QUESTIONS	76/541277		2907411 (Supp. Reg.)	11/30/2004	16	11/30/2010	11/30/2014
VIBE NATURAL CURL THERAPY	85855304	02/20/2013			03		
VIBE VIXEN	85873740	03/12/2013			09,03,42		
VIXEN	85874643	03/13/2013			09,03,42		

EU MARKS

Trademark	Application Number	Registration Number	Registration Date	Goods/Class	Renewal Date (every 10 years)
VIBE	86009	86009	1/25/1999	09,16,41	4/1/2016
VIBE	3754769	3754769	11/16/2008	09, 41	4/8/2014

UK MARKS

Trademark	Application Number	Registration Number	Registration Date	Goods/Class	Renewal Date (every 10 years)
VIBE	2360961	2360961	8/28/2009	09,16,41	4/8/2014

CANADA MARKS

Trademark	Application Number	Registration Number	Registration Date	Goods/Class	Renewal Date (every 15 years)
VIBE	800992	526485	4/10/2000	General interest magazine	4/10/2015
VIBE	1163727	793016	3/16/2011	General interest magazine services	3/16/2026
VIBE	1284250	N/A	N/A	Online magazine, downloadable music	7/11/2013 (SOU Extension)
VIBE	1357303	N/A	N/A	Magazine, T-shirts	5/14/2013 (SOU extension)