

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
Festival Media Corporation		09/21/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Festival Transaction Services, Inc.
Street Address:	2033 6th Avenue, Suite 810
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2253006	FESTIVALS.COM
Registration Number:	3022992	FESTIVALS.COM
Registration Number:	3026630	FESTIVALS.COM
Registration Number:	3070274	FESTIVAL FINDER
Registration Number:	3100661	SPONSORFEST

CORRESPONDENCE DATA

Fax Number:

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

Email: trademark@cairncross.com

Correspondent Name: Maureen Burke

Address Line 1: 524 Second Avenue, Suite 500

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	12166-002
NAME OF SUBMITTER:	Maureen Burke

OP \$140.00 2253006

Signature:	/maureendburke/
Date:	11/26/2013
Total Attachments: 4 source=(Signed) IP Assignment Agreement - FMC to FTS - Festival (9-21-13) (02401231)#page1.tif source=(Signed) IP Assignment Agreement - FMC to FTS - Festival (9-21-13) (02401231)#page2.tif source=(Signed) IP Assignment Agreement - FMC to FTS - Festival (9-21-13) (02401231)#page3.tif source=(Signed) IP Assignment Agreement - FMC to FTS - Festival (9-21-13) (02401231)#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into as of September 21, 2013, by and between FESTIVAL MEDIA CORPORATION, a Washington corporation ("**Assignor**"), and FESTIVAL TRANSACTION SERVICES, INC., a Washington corporation ("**Assignee**"). Assignee is the assignee of FMC Asset Acquisition Corp., acting as agent for and on behalf of certain secured creditors of Assignor. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee acknowledge and agree to the following:

1. **Assignment of Intellectual Property.** Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's rights, title and interest in and to all Intellectual Property (as such term is defined below) related to the business of Assignor. For the purposes of this Agreement, "**Intellectual Property**" shall mean: (a) all United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, including any prior provisional application rights, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (b) trade secret rights arising out of the laws of any and all jurisdictions, (c) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, (d) any other intellectual property rights, whether or not registrable, and (e) licenses in or to any of the foregoing, and shall include, without limitation, the Intellectual Property listed on Exhibit A, attached and incorporated by reference herein.

2. **Execution of Further Documents.** Upon the written request of Assignee, Assignor shall assist Assignee at Assignee's expense to obtain for Assignee's own benefit patent, copyright, and trademark registrations for any Intellectual Property in any and all jurisdictions, which Intellectual Property shall be and remain the property of Assignee whether or not patented, copyrighted or trademarked. Assignor shall execute such documents, including without limitation applications for patents, copyrights and trademarks, and assignments of Intellectual Property, including patent, copyright, and trademark registrations issued and to be issued, and to perform such lawful acts, as Assignee may deem to be necessary or desirable to allow it to exercise all rights, title and interest in and to such Intellectual Property.

3. **Filing with USPTO.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Agreement to transfer ownership of the Intellectual Property to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

4. **Further Assurances.** Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Intellectual Property and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and generally do everything reasonably possible to aid the Assignee, successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Intellectual Property in all countries.

5. **Miscellaneous**. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, heirs and assigns. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach. The provisions of this Agreement shall not be construed as limiting any rights or remedies that either party may otherwise have under applicable law, and shall be in addition to all other rights and remedies of such party, including any which may arise out of any other written agreement involving the parties.

6. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, as such laws are applied to contracts entered into and performed in such state.

7. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTED as of the Effective Date, by duly authorized representatives of the parties hereto, including to be bound hereby.

FESTIVAL MEDIA CORPORATION

FESTIVAL TRANSACTION SERVICES, INC.

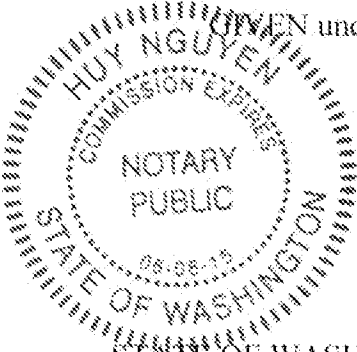
By: [Signature]
Charles D. Brown, President

By: [Signature]
Charles D. Brown, President

STATE OF WASHINGTON)
)
COUNTY OF KING)

I, Huy Nguyen, a Notary Public for said County and State, do hereby certify that Charles D. Brown personally appeared before me this day and stated that he is the President of Festival Media Corporation and acknowledged, on behalf of said corporation the due execution of the foregoing instrument.

GIVEN under my hand and official seal this 2nd day of September 2013.

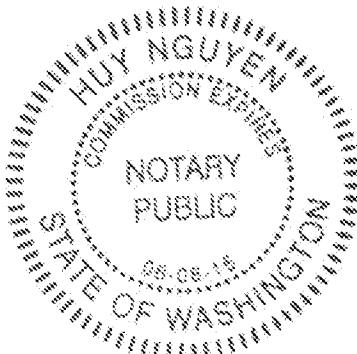


[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My commission expires 06/08/2015

STATE OF WASHINGTON)
)
COUNTY OF KING)

I, Huy Nguyen, a Notary Public for said County and State, do hereby certify that Charles D. Brown personally appeared before me this day and stated that he is the President of Festival Transaction Services, Inc. and acknowledged, on behalf of said corporation the due execution of the foregoing instrument.

GIVEN under my hand and official seal this 2nd day of September 2013.



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My commission expires 06/09/2015

EXHIBIT A

Intellectual Property

Patent Applications:

Title of Invention	File No.	Filing Date
System for Media Integration	11/595,794	11/11/06
System and Method for an Event Sponsorship Sourcing System	12/212,553	9/17/08

Trademarks:

Festivals.com	Registration No. 2253006
Festivals.com	Registration No. 3022992
Festivals.com	Registration No. 3026630
Festival Finder	Registration No. 3070274
SponsorFest	Registration No. 3100661

Domain Names:

Festivals.com
Festivalfinder.com