

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
Mood Media Entertainment Ltd		05/31/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Somerset Group, Ltd.		
Street Address:	20048 NE San Rafael Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97230		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1543364	SOLITUDES	
CORRESPONDENCE DATA			
Fax Number:	5032281741		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	503-228-6044		
Email:	pmigchelbrink@fwwlaw.com		
Correspondent Name:	Paul Migchelbrink		
Address Line 1:	121 SW Morrison Street Suite 600		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Paul Migchelbrink		
Signature:	/Paul Migchelbrink/		
Date:	02/26/2014		
Total Attachments: 3 source=Assignment of Servicemarks and Trademarks (Signed)#page1.tif source=Assignment of Servicemarks and Trademarks (Signed)#page2.tif source=Assignment of Servicemarks and Trademarks (Signed)#page3.tif			

OP \$40.00 1543364

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (the "Assignment") made as of the 31st day of May, 2013, by MOOD MEDIA ENTERTAINMENT LTD., an Ontario corporation, with its principal place of business at 99 Sante Drive, Concord, Ontario, Canada, L4K 3C4, and MOOD ENTERTAINMENT INC., a Delaware corporation, with its principal place of business at 4435 Eastgate Mall, Suite 125, San Diego, California 92121 (the "Assignors"), to SOMERSET GROUP, LTD., an Oregon corporation, with its principal place of business at 20048 N.E. San Rafael Street, Portland, Oregon 97230 (the "Assignee").

RECITAL:

Assignee and Assignors are parties to an Asset Purchase Agreement dated as of May 7, 2013 (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignees has agreed to buy from Assignors the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks, and trade names of Assignors. Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' names, fictional and assumed business names, trade names, registered and unregistered trademarks, service marks, and any application therefore as set forth in the Agreement (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title, and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors, and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNORS:

MOOD MEDIA ENTERTAINMENT LTD., an Ontario corporation

By: Randal Ridd
Title: Director

MOOD ENTERTAINMENT INC., a Delaware corporation

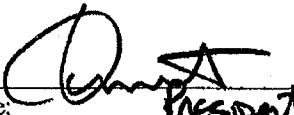
By: _____
Title: _____

ASSIGNORS:

MOOD MEDIA ENTERTAINMENT LTD., an Ontario corporation

By: _____
Title: _____

MOOD ENTERTAINMENT INC., a Delaware corporation

By:  _____
Title: President _____