

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SpinMedia Group, Inc.		03/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XLR8R Media, Inc.		
<b>Street Address:</b>	5631 Hollywood Blvd. Suite C		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86084542	XLR8R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-505-7583		
<b>Email:</b>	andrew.smith@xlr8r.com		
<b>Correspondent Name:</b>	Andrew Smith		
<b>Address Line 1:</b>	5631 Hollywood Blvd Suite C		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90028		
<b>NAME OF SUBMITTER:</b>	Andrew Smith		
<b>SIGNATURE:</b>	/andrew smith/		
<b>DATE SIGNED:</b>	03/25/2014		
<b>Total Attachments: 3</b>			
source=Trademark & Service Mark Agreement#page1.tif			
source=Trademark & Service Mark Agreement#page2.tif			
source=Trademark & Service Mark Agreement#page3.tif			

OP \$40.00 86084542

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of March 18, 2014 by and among SpinMedia Group, Inc., a Delaware corporation (the "*Assignor*") and XLR8R Media, Inc. ("*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 for the Website or the Print Publication, 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 Assignment as of the day and year above written.

SPINMEDIA GROUP, INC.

XLR8R MEDIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Andrew Smith

Title: \_\_\_\_\_

Title: President

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

**SCHEDULE A**  
**ASSIGNED TRADEMARKS**

**U.S. Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Application No. and Date</b>	<b>Registration No. and Date</b>	<b>Status</b>
<b>XLR8R</b>	<b>USA</b>		<b>86084542</b> <b>October 7,2013</b>	<b>LIVE</b>

**Foreign Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Application No. and Date</b>	<b>Registration No. and Date</b>	<b>Status</b>