

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Say Media, Inc.		07/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	i-5 Publishing, LLC		
Street Address:	3 Burroughs		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2923333	DOGSTER	
Registration Number:	3680418	DOGSTER	
Registration Number:	3089438	DOGSTER: FOR THE LOVE OF DOG	
Registration Number:	3658772	CATSTER	
Registration Number:	4354132	CATSTER	
Registration Number:	4354133	CATSTER	
Registration Number:	3092359	CATSTER: HERE KITTY KITTY	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-594-0644		
Email:	tmdocketing@raderfishman.com		
Correspondent Name:	Michelle L. Visser		
Address Line 1:	39533 Woodward Avenue, Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	63361-1147		
NAME OF SUBMITTER:	Michelle L. Visser		
SIGNATURE:	/Michelle L. Visser/		
DATE SIGNED:	09/16/2014		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT dated as of July __, 2014, between **Say Media, Inc.**, a Delaware corporation ("**Seller**"), and **I-5 Publishing, LLC**, a Delaware limited liability company ("**Buyer**") is executed pursuant to that certain Asset Purchase Agreement between Seller and Buyer of even date herewith (the "**Purchase Agreement**").

RECITALS

A. Seller owns all right, title and interest in and to the trademarks and service marks set forth on Exhibit A hereto, including the associated common law trademark rights (collectively, the "**Marks**").

B. In accordance with the terms of the Purchase Agreement, Seller wishes to assign, and Buyer wishes to acquire, all of Seller's right, title and interest in and to the Marks, throughout the world.

AGREEMENT

In consideration of the promises and the mutual covenants and conditions contained herein and in the Purchase Agreement, Seller and Buyer agree as follows:

1. Seller does hereby sell, transfer, assign, deliver, and convey to Buyer, its successors and assigns, free of any liabilities, liens and encumbrances (a) Seller's entire right, title and interest in and to the Marks throughout the world, together with the goodwill of the business associated with the Marks; (b) the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; (c) all renewals of the Mark; (d) all licenses for the use of the Mark; (e) all rights, income, royalties, interests, demands, claims and causes of action, both at law and in equity, for past, present or future infringement, violation or misappropriation thereof, including the right to compromise, sue for and collect damages with respect to any such infringement, violation or misappropriation; (f) any rights that Seller may have, corresponding to any of the foregoing, throughout the world; and (g) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Seller consents to the recordation of this Agreement by Buyer with the United States Patent and Trademark Office.

3. Seller covenants that (a) Seller owns all right, title and interest in and to the Marks; (b) Seller has the full right to convey the interests assigned by this Trademark Assignment Agreement; and (c) Seller will cooperate with Buyer to execute all documents reasonably necessary to perfect the interests assigned hereby.

4. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflicts of laws rules.

5. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns.

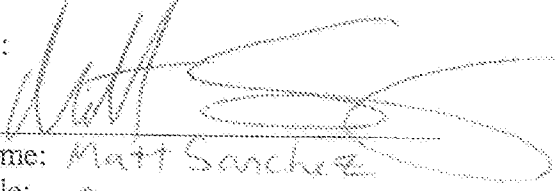
6. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. This Assignment may only be amended in a writing signed by the parties hereto. This Trademark Assignment Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Trademark Assignment Agreement as of the date first above written.

SELLER

By:


Name: Matt Sanchez
Title: CEO

BUYER

By:



Name: DAVID S. FRY
Title: CHAIRMAN

EXHIBIT A

SELLER TRADEMARKS AND SERVICE MARKS

Trademark	Class	Country	Filing Date	Reg. Number	Reg. Date
CATSTER	38	US	1/14/13	4354132	6/18/13
CATSTER	45	US	9/20/07	3658772	7/21/09
catster	38	US	1/14/13	4354133	6/18/13
CATSTER: HERE KITTY KITTY	38	US	9/20/04	3092359	5/16/06
DOGSTER	45	US	9/20/07	3680418	9/8/09
dogster	41	US	2/4/04	2923333	2/1/05
DOGSTER: FOR THE LOVE OF DOG	44	US	2/4/04	3089438	5/9/06
Together Tag					
Dogster Mobile					
Catster Mobile					

The Parties acknowledge and agree that Together Tag, Dogster Mobile and Catster Mobile are not registered trademarks and that Seller makes no representation or warranty as to its ownership or use of and/or the validity of such marks.