

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boy Genius Report, Inc.		04/27/2010	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Mail.Com Media		
Street Address:	9800 South La Cienega Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77484669	BOY GENIUS	
Serial Number:	77484649	BOY GENIUS REPORT	
Serial Number:	77484643	BGR	
CORRESPONDENCE DATA			
Fax Number:	3104611304		
<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:	(310)788-8688		
Email:	elizabeth@swansoniplaw.com		
Correspondent Name:	Elizabeth Swanson		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 200		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	20671, BGR, BOY GENIUS		
NAME OF SUBMITTER:	Elizabeth Swanson		
SIGNATURE:	/Elizabeth Swanson/		
DATE SIGNED:	07/13/2015		
Total Attachments: 4			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of April 23, 2010, (the "Effective Date"), by and among Mail.com Media Corporation, a Delaware corporation, with offices at 9800 S. La Cienega Boulevard, Suite 100, CA 90301 ("Purchaser"), Jonathan Geller, an individual residing in Connecticut ("JG"), and Boy Genius Report, Inc. a Connecticut corporation ("Seller"), each individually a "Party" and collectively the "Parties."

RECITALS

A. **WHEREAS**, Seller presently operates an online website under the name "Boy Genius Report", (the "Business"), which is located at www.boygeniusreport.com (the "Domain");

B. **WHEREAS**, Seller desires to sell to Purchaser the Purchased Assets, and Purchaser desires to purchase the Purchased Assets;

C. **WHEREAS**, promptly after the Closing, the Purchaser intends to contribute (the "Purchaser Contribution") the Purchased Assets to BGR, Media LLC ("Company");

D. **WHEREAS**, promptly after the Purchaser Contribution, the Company and JG are agreeing pursuant to that certain Asset Purchase and Contribution Agreement among Company, JG, and Seller (the "APCA") to be executed at the same time as the execution of this Agreement (the "Purchase and Contribution Agreement") to have JG sell and contribute to Company all assets (the "JG Assets") related to the Business owned by JG; and

E. **WHEREAS**, the Parties intend that the Purchased Assets and the JG Assets together constitute all of the assets associated with the Business;

F. **WHEREAS**, the Parties intend to enter into all of the above agreements and transactions to effectuate the sale of all or substantially all of the assets, as outlined in the agreements, held by Seller and JG, in relation to the Business (the "Transaction").

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all right, title and interest in and to the Purchased Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party. For purposes of this Agreement, the term "Purchased Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller used or held for use by Seller in the

Business. Without limiting the generality of the foregoing, the Purchased Assets shall include, but are not limited to:

(a) All of Seller's right, title and interest in and to all registered and unregistered statutory and common law trademarks, service marks, trade dress, trade names and other designations of source, origin, sponsorship, endorsement or certification relating to the Business, together with all registrations, renewals and applications therefore, and all goodwill associated therewith (the "Marks"), including, without limitation, the Marks listed on Exhibit A attached hereto;

(b) Any and all rights and title to the commercial use of the names (i) "Boy Genius" "BGR", and "Boy Genius Report", and (ii) any combination of the words "Boy", "Genius", and/or "Report" (the "BGR Tradenames")

(c) Without limiting Section 1(a) or Section 1(b), any and all rights and title to the commercial use or inclusion of the names described above in Section 1(b) within a design, logo or mark;

REMAINDER OF AGREEMENT REDACTED EXCEPT FOR EXHIBIT A

EXHIBIT A

TRADEMARKS, TRADENAMES AND SERVICE MARKS ("MARKS")

Registered Trademarks, Tradenames and Service Marks:

Mark	Registration Number	Registration Date	Type Of Mark	Serial Number	Published for Opposition
Boy Genius	3560515	January 13, 2009	Service Mark	77484669	October 28, 2008
Boy Genius Report	3563844	January 20, 2009	Service Mark	77484649	November 4, 2008
BGR	3557316	January 6, 2009	Service Mark	77484643	October 21, 2008