

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	11/07/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DailyMedia, inc.		11/07/2008	Corporation: CALIFORNIA
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
DailyMedia, Inc.	11/07/2008	Corporation: OREGON	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	DailyMedia, Inc.		
Street Address:	6906 Santa Monica Blvd		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90938		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3001416	DAILYOM	
CORRESPONDENCE DATA			
Fax Number:	2122026491		
<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:	(212) 508-6739		
Email:	prutzman@thsh.com		
Correspondent Name:	L. Donald Prutzman		
Address Line 1:	900 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	L. Donald Prutzman		
SIGNATURE:	/LD Prutzman/		
DATE SIGNED:	08/04/2016		
Total Attachments: 7			

CH \$40.00 3001416

source=Merger Documents#page1.tif
source=Merger Documents#page2.tif
source=Merger Documents#page3.tif
source=Merger Documents#page4.tif
source=Merger Documents#page5.tif
source=Merger Documents#page6.tif
source=Merger Documents#page7.tif

AGREEMENT AND PLAN OF MERGER
OF
DAILYMEDIA, INC.
(a California Corporation)
AND
DAILYMEDIA, INC.
(an Oregon Corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of January 2, 2007, by and between DailyMedia, Inc., a California corporation (the "Company"), and DailyMedia, Inc., an Oregon corporation ("DailyMedia").

1. Merger. The Company, which is a corporation organized under the laws of the State of California, shall be merged with and into DailyMedia, which is a corporation incorporated in the State of Oregon.

2. Shares of Stock. Prior to the filing of the Certificate of Merger attached hereto as Exhibit A (the "Certificate of Merger"), there are 10,833,334 shares of Common Stock of the Company issued and outstanding. Upon filing of the Certificate of Merger, each share of issued and outstanding Common Stock of the Company shall automatically and without action by the holder thereof be converted into one share of the Common Stock of DailyMedia.

3. The Company. The separate existence of the Company shall cease upon the effective date of the merger in accordance with the provisions of Chapter 1113 of the California Corporations Code and Sectuib 60.497 of the Oregon Revised Statutes.

4. DailyMedia. DailyMedia, Inc. (Oregon) shall continue its existence under its present name, DailyMedia, Inc., doing business as DailyMedia and doing business as DailyOM.

5. Articles of Incorporation. The Articles of Incorporation of the Company shall be adopted as set forth in the Certificate of Merger, upon the effective date of the merger, and such Articles of Incorporation, as amended by the Certificate of Merger, shall be the Articles of Incorporation of DailyMedia and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Oregon Revised Statutes.

7. Officers and Directors. The Officers and Directors of the Company upon the effective date of the merger shall be as follows:

Officers:

CEO and President: Scott Blum
Secretary: Madisyn Taylor
CFO: Madisyn Taylor

Directors:

Scott Blum
Madisyn Taylor

8. No Shareholder Consent Required. The Merger Agreement herein entered into and approved is not required to be submitted to the shareholders of either the Corporation or DailyMedia, as the articles of incorporation of the surviving entity will not differ from the existing

articles of incorporation, each shareholder of the surviving entity will hold the same number of shares, with identical designations, preferences, limitations and relative rights immediately after the merger, the number of voting shares outstanding after the merger will be the same as that outstanding before the merger, and this Agreement and Plan of Merger has been duly approved by the Board of Directors of each party to the merger.

9. Filing. In the event that this Merger Agreement shall have been approved by the members of the Company and DailyMedia in the manner prescribed by law, the Company and DailyMedia hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Oregon and the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger. The Directors and the proper officers of the Company and of DailyMedia, respectively, shall do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the merger herein provided for.

10. Effective Time. The effective time of this Merger Agreement, and the time at which the merger herein agreed upon shall become effective in the State of Oregon, shall be 5:00 p.m., Eastern Standard Time, on the date on which the Certificate of Merger is filed with the Secretary of State of Oregon.

11. Miscellaneous.

A. Amendments. This Agreement may not be amended or modified without the written consent of the parties hereto.

B. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

C. Enforceability and Severability. In the event any provision of this Agreement or portion thereof is found to be wholly or partially invalid, illegal, or unenforceable in any proceeding, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted or as if such provision had not been originally incorporated herein, as the case may be.

D. Governing Law. This Agreement, and the rights and obligations of the parties shall be construed in accordance with the laws of the State of Oregon, without regards to its principles of conflicts of law.

E. Section Titles. The titles of the sections have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of this Agreement.

F. Assignment and Successors. This Agreement shall not be assignable by any party without the prior written consent of the other. All representations, covenants, and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

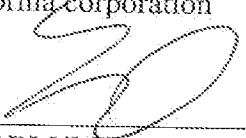
G. Remedies. All remedies for breach of this Agreement shall be cumulative.

H. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, constitutes the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. All Schedules and Exhibits hereto are incorporated herein by reference.

I. Expenses. Each party shall be responsible for, and pay directly that party's respective expenses, costs and fees (including professional fees) incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.


IN WITNESS WHEREOF, this Agreement of Merger is hereby executed upon behalf of each of the constituent entities hereto.

DATED: January 2, 2007
DailyMedia, Inc.,
a California corporation



SCOTT BLUM

DailyMedia, Inc.
an Oregon corporation



SCOTT BLUM

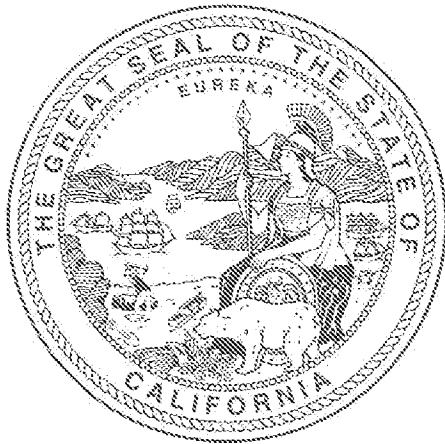
EXHIBIT A
Certificate of Merger



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 22 2008

DEBRA BOWEN
Secretary of State

AGREEMENT OF MERGER

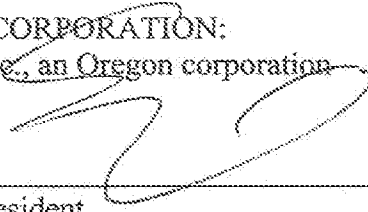
NOV - 7 2008

This Agreement of Merger is entered into between DailyMedia, Inc., an Oregon corporation (herein "Surviving Corporation") and DailyMedia, Inc., a California corporation (herein "Merging Corporation").

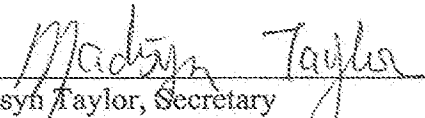
1. Merging Corporation shall be merged into Surviving Corporation.
2. Each outstanding share of Merging Corporation shall be converted into one share of Surviving Corporation.
3. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the merger.
4. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
5. The effect of the merger and the effective date of the merger are as prescribed by law.

IN WITNESS WHEREOF the parties have executed this Agreement.

SURVIVING CORPORATION:
DailyMedia, Inc., an Oregon corporation

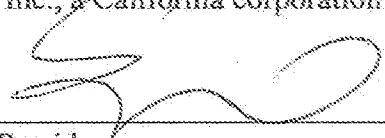


Scott Blum, President



Madisyn Taylor, Secretary

MERGING CORPORATION:
DailyMedia, Inc., a California corporation



Scott Blum, President



Madisyn Taylor, Secretary

COPY

CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER

Scott Blum and Madisyn Taylor certify that:

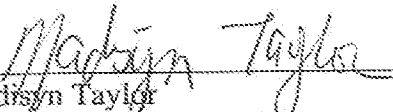
1. They are the president and secretary, respectively, of DailyMedia, Inc., an Oregon corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation which equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 10,833,334.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 11/3/08



Scott Blum



Madisyn Taylor

COPY