

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

*Jungle Media Group, Inc.*

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 05/13/09

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: L.P. Green & Partners, Inc.

Internal Address: Attn: L.P. Green II

Street Address: 3379 Peachtree Rd. NE Suite 230

City: Atlanta

State: GA

Country: USA                      Zip: 30326

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship Georgia

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2912389 and 2899109

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: L.P. Green & Partners, Inc.

Internal Address: Attn: L.P. Green II

Street Address: 3379 Peachtree Rd. NE Suite 230

City: Atlanta

State: GA                      Zip: 30326

Phone Number: 404-841-7771

Fax Number: 404-841-7919

Email Address: lp@lpgreen.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*L.P. Green II*

Signature

05/18/09

Date

L.P. Green, II

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 2912389

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT of Savoy Professional is made and entered into as of December 15, 2008, by and among L.P. Green & Partners (Tax I.D. 58-2487126); 3379 Peachtree Road, NE, Suite 230, Atlanta, GA 30326; ("Green"), or its assignee (the "Purchaser"), and Jungle Media Group, Inc. a subsidiary of Universum Communications, Inc., (Tax ID 13-409-4742) 1518 Walnut Street, Suite 1100, Philadelphia PA 19102; ("Jungle Media /Universum") (the "Seller").

In consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

In connection with the foregoing contract to sell, Jungle Media/Universum warrant that:

- (1) This contract is the result of a sale of Jungle Media/Universum's ownership of Savoy Professional magazine;
- (2) Jungle Media/Universum has the right to convey this contract free of any encumbrance, lien, or any interest of third parties, of any nature whatsoever;
- (3) All services and transfers of templates for Savoy Professional Magazine's layout, two Savoy Professional trademarks, data and material from previous issues, website, web address, and register of customers in connection with this contract will be completed as of December 15, 2008.
- (4) This contract accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any applicable installment sales law or other applicable state or federal law or administrative regulation;
- (5) The assets covered by this contract have been unconditionally accepted by the parties to the contract;

- (6) At the time this contract is sold to Green, the assets are in the possession of Jungle Media/Universum and are the identical goods and services described in or related to the contract;
- (7) The amount due from Green is not disputed or subject to any set-off, deduction, credit or counterclaim;
- (8) There is no undisclosed delinquency;
- (9) The down payment and installment amounts is correctly stated in the contract;
- (10) Jungle Media/Universum has received cash, or its proper equivalent, for the down payment and all of the installment payment amounts on or before December 15, 2008.
- (11) There is no undisclosed agreement, concession or litigation of any nature affecting this contract;
- (12) All the parties to this contract are competent at the time it was executed; and
- (13) There are no valid defenses in law or in equity to this contract as it exists in the hands of the assignee after this purchase.

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

**PURCHASER:**

*L.P. Green, II*      *II*      *5/11/09*

L.P. Green, II      Date  
Chief Executive Officer  
L.P. Green & Partners, Inc.  
3379 Peachtree Rd. NE, Suite 230  
Atlanta, GA 30326

**SELLER:**

*Lisa Meisenzahl*      *5/13/09*

Lisa Meisenzahl      Date  
Controller  
Jungle Media Group, Inc., a  
subsidiary of Universum  
Communications, Inc.  
1518 Walnut Street, Suite 1100  
Philadelphia, PA 19102

**SIGNATURE PAGE TO THE ASSET PURCHASE AGREEMENT**