

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ThirdAge Inc.		12/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TA Media LLC		
Street Address:	1280 BISON BOX B9-137		
City:	NEWPORT BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2639894	THIRDAGE	
Registration Number:	2391830	THIRD AGE	
Registration Number:	2830620	LIFE IS BETTER, SHARED	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	047310-0001		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	047310-0001		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$90.00 2639894

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**TRADEMARK
 REEL: 004127 FRAME: 0810**

Date:

01/08/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into this 28th day of December, 2009 by and between ThirdAge Inc., a Delaware corporation ("Seller"), and TA Media LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of December 24, 2009 (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Seller has agreed to, among other things, assign to Purchaser all right, title and interest in, to and under the Acquired Intellectual Property (as defined in the Agreement), including the Listed Trademarks, as defined in the Agreement and set forth in Schedule A herein.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Seller does hereby transfer, sell, assign, convey and deliver to Purchaser all right, title and interest in, to and under the Acquired Intellectual Property, including the Listed Trademarks in Schedule A, free and clear of any and all liens, along with all goodwill of the Business (as such term is defined in the Agreement) associated therewith and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Acquired Intellectual Property, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and all rights to collect royalties or other payments under or on account of any of the Acquired Intellectual Property.

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and corresponding authorities in all other jurisdictions, worldwide, to record the title of Purchaser as owner of all right, title, and interest in and to the Acquired Intellectual Property, including the Listed Trademarks in Schedule A.

3. Seller agrees that it shall, at Purchaser's cost and expense, execute and deliver further instruments of conveyance, transfer and assignment as requested by Purchaser, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other actions as Purchaser, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit the Acquired Intellectual Property and all rights therein to Purchaser, its successors, or assigns.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

6. This Assignment may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized officers and managers.

THIRDAGE INC.

By:



Name:

Sharon P. Whiteley

Title:

President & CEO

TA MEDIA LLC

By:

BriteBlue Ventures LLC
Its Managing Member

By:

Joshua A. Speyer, as trustee
of the Joshua A. Speyer
Living Trust dated April 6,
2006
Its Managing Member

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized officers and managers.

THIRDAGE INC.

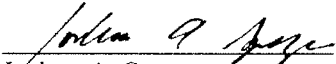
By: _____

Name:

Title:

TA MEDIA LLC

By: BriteBlueVentures LLC
Its Managing Member

By: 
Joshua A. Speyer, as trustee
of the Joshua A. Speyer
Living Trust dated April 6,
2006
Its Managing Member

Schedule A

Trademark/Service Mark	Country	Registration No.	Registration Date
THIRDAGE	US	2639894	10/22/2002
THIRD AGE	US	2391830	10/3/2000
LIFE IS BETTER, SHARED	US	2830620	4/6/2004

Trademark Assignment

OCV1033680.1

RECORDED: 01/08/2010

**TRADEMARK
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