

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
Outcast Media Holdings, Inc.		02/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Outcast Media, Inc.		
Street Address:	3015 Main Street, Suite 350		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77669916	OUTCAST MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2892		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang, Esq.		
Address Line 1:	333 South Hope Street, 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	22VN-154986		
NAME OF SUBMITTER:	Susan Hwang		
Signature:	/Susan Hwang/		
Date:	02/14/2011		

CH \$40.00 77669916

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2011 ("Effective Date") by and between Outcast Media Holdings, Inc., a Delaware corporation ("Assignor"), and Outcast Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

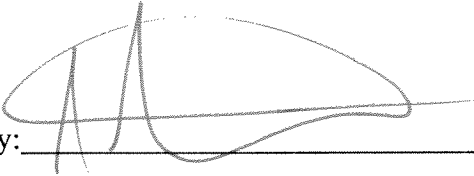
NOW, THEREFORE, in consideration of the sum of One (1) Dollar, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country (statutory, common law or otherwise), now or hereafter in effect, together with all goodwill associated with any of the foregoing, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

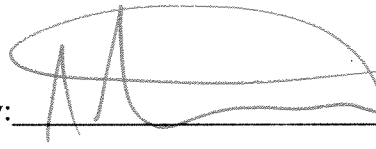
OUTCAST MEDIA HOLDINGS, INC.

By:  _____

Name: MATTHEW STOUT

Title: CEO

OUTCAST MEDIA, INC.

By:  _____

Name: MATTHEW STOUT

Title: CEO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial No.	Date Filed	Owner	Status
OUTCAST MEDIA	77669916	2/13/09	Outcast Media Holdings, Inc.	Live