

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surface Publishing, LLC		05/20/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quadra Media, LLC		
<b>Street Address:</b>	12 West 27th Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2160668	SURFACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(561)634-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nkim@duanemorris.com		
<b>Correspondent Name:</b>	Nani Kim		
<b>Address Line 1:</b>	2700 North Military Trail		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33431		
<b>ATTORNEY DOCKET NUMBER:</b>	F6052-18801		
<b>NAME OF SUBMITTER:</b>	04/20/2011		
<b>Signature:</b>	/Gregory M. Lefkowitz/		

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Date:

04/20/2011

**Total Attachments: 7**

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## SURRENDER AGREEMENT

Agreement dated May 20, 2009 by and between Surface Publishing LLC, a California limited liability company (henceforth "Obligor" or "Surface") with a principal place of business located at **497 Greenwich St., Suite 1 A, New York, NY 10013** and Quadra Media, LLC, a New York limited liability company ("Secured Party" or "Quadra") with a principal place of business located at 12 West 27<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, NY 10001.

### RECITALS

WHEREAS Surface and Quadra executed a Restructuring and Option Agreement on January 14, 2009, (henceforth the "Restructuring and Option Agreement") which, inter alia, authorized Surface and Quadra to execute a Master Factoring Agreement, and

WHEREAS Surface and Quadra executed a Master Factoring Agreement on January 20, 2009, (henceforth the "Master Factoring Agreement") pursuant to which Surface granted Quadra a security interest in all of its assets, whether tangible or intangible, and further authorized Quadra to file a UCC-1 Financing Statement against it and its assets, and

WHEREAS Quadra filed a UCC-1 financing statement against all of the assets of Surface with the Secretary of State of the State of California prior to March 18, 2009, and

WHEREAS on or about April 1, 2009, Surface notified Quadra that Surface was insolvent and unable to pay its debts in the regular course of its business, and

WHEREAS this state of insolvency constitutes an act of default pursuant to paragraph 1 of the Restructuring and Option Agreement and pursuant to paragraph 9.1.17 of the Master Factoring Agreement, and

WHEREAS paragraph 9.2.2 of the Master Factoring Agreement grants Quadra the right to exercise all of the rights of a secured party under the UCC, including the right to foreclose against the collateral, and

WHEREAS Surface wishes to voluntarily and amicably surrender its collateral to Quadra pursuant its default under the Master Factoring Agreement:

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, have agreed as set forth below.

1. The following recitals are incorporated into and made part of this Agreement.
2. The Secured Party hereby:

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A. Declares Surface to be in default pursuant to paragraph 1 of the Restructuring and Option Agreement and pursuant to paragraph 9.2.2 of the Master Factoring Agreement (henceforth the "Default");

B. Accepts the Collateral specified in Schedule B attached hereto (the "Accepted Collateral") in full satisfaction of the Default.

3. To induce the Secured Party to accept the Accepted Collateral in satisfaction of the Default, the Obligor hereby represents, warrants, covenants and agrees as follows:

3.1 The Obligor hereby unconditionally and irrevocably:

A. Acknowledges receipt of notice of its Default;

B. Consents and agrees to the Secured Party accepting the Accepted Collateral in full satisfaction of the Default and hereby transfers and assigns all of the same to the Secured Party; and

C. Waives all rights to redemption and all rights, if any, to require the Secured Party to dispose of the Accepted Collateral or to defer enforcement of any of the Secured Party's rights with respect to the Collateral.

3.2 Obligor has the power to execute, deliver and perform the provisions of this Agreement and all instruments and documents delivered or to be delivered pursuant hereto, and has taken or caused to be taken all necessary and appropriate actions to authorize the execution, delivery and performance of this Agreement and all such instruments and documents. The person executing and delivering this Agreement on behalf of Obligor is duly authorized to do so. When executed by Obligor, this Agreement constitutes the valid, binding and legally enforceable obligation of the Obligor.

3.3 Obligor is the legal and equitable owner of the Accepted Collateral, free and clear of all liens, security interests, claims and encumbrances of every kind and nature, except those of the Secured Party. No financing statement covering the Accepted Collateral or its proceeds is on file in any public office, except the financing statement filed by the Secured Party.

3.4 The Obligor:

A. Has no present intention of filing for relief under the bankruptcy laws within ninety days from the date of this Agreement; and

B. Has no knowledge that any creditor of Obligor intends, within ninety days from the date of this Agreement, to file a petition or action under the bankruptcy laws, the subject of which will be the Obligor or any of its assets.

4. The Restructuring and Option Agreement dated January 14, 2009 between the Obligor and the Secured Party is hereby terminated and of no further force or effect.

5. The Obligor will indemnify, defend and hold harmless the Secured Party from all judgments, suits, damages, liabilities, costs or expenses (including but not limited to attorneys' fees and expenses) in any way arising from or related to Obligor's breach of this Agreement or if any representation or warranty of Obligor set forth herein is not true as of the date of this Agreement.

6. The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provision of this Agreement. Obligor covenants and agrees to execute and deliver to Secured Party upon demand such additional assurances, writings and instruments as may be required by Secured Party for purposes of effectuating the intent of this Agreement. The captions in this Agreement are for convenience only, and shall not be considered in construing this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Secured Party may assign this Agreement, and if assigned, the Obligor will assert no claims or defenses Obligor may have against Secured Party against the assignee. The genders and numbers used in this Agreement are used for reference term only and shall apply with the same effect whether the parties are masculine, feminine, neuter, singular or plural. The Schedules attached hereto are incorporated into and made part of this Agreement.

8. No course of dealing between the Secured Party and any other party hereto or failure or delay on the part of the Secured Party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Secured party under this Agreement or any other agreement. No single or partial exercise of any rights or remedies hereunder by the Secured Party shall operate as a waiver or shall preclude the exercise of any other rights or remedies of the Secured Party.

9. This Agreement is executed by the Obligor voluntarily and not pursuant to any duress. It is executed in mutual good faith among the parties and is not given or intended to hinder, delay or defraud any creditor, or to contravene any of the bankruptcy laws of the United States, laws governing fraudulent conveyances or any other applicable laws. The Obligor represents that all of the payments made, if any, and all of the obligations incurred pursuant to this Agreement are for fair consideration and for reasonably equivalent value with respect to valid, existing, secured obligations due to the Secured Party.

10. This Agreement and the other documents referred to herein contain the entire agreement between the Obligor and the Secured Party with respect to the subject matter hereof, and no representation, undertaking, promise or condition concerning the subject matter hereof shall be binding upon the Obligor or the Secured Party unless clearly expressed in this Agreement. No statement or writing subsequent to the date hereof

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which purports to modify or add to the terms or conditions hereof shall be binding unless contained in a writing which makes specific reference to this Agreement and which is signed by the parties hereto to be charged with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**OBLIGOR:**

SURFACE PUBLISHING, LLC

By 

Name: RICHARD KLEIN  
Title:

**SECURED PARTY:**

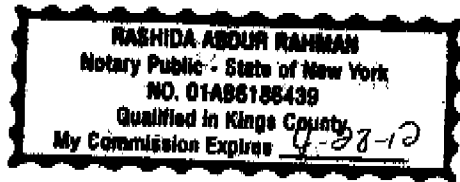
QUADRA MEDIA, LLC

By 

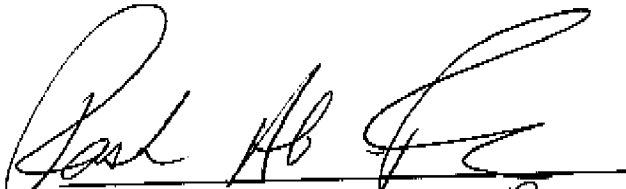
Donald Hellinger,  
President and Manager

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

) ss:  
)



On the        day of May in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared       , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument

  
Notary Public        5-21-2009

## SCHEDULE A

### COLLATERAL

All assets and property of the Obligor of every description and kind including, without limitation all accounts, bank balances, general intangibles, intellectual property (including but not limited to all copyrights and trademarks), chattel paper (whether tangible or electronic, instruments, letter-of-credit rights, investment property, deposit accounts, documents and goods including without limitation inventory, equipment, fixtures and software, whether now owned or hereafter acquired, all substitutions, replacements, accessions or proceeds of any of the foregoing.



**SCHEDULE B**

**ACCEPTED COLLATERAL**

The name and trademark "Surface" as it related to any publication and related goods, products and services, and all related intellectual property rights therein and thereto, including but not limited to all rights, titles and interests with respect to the same acquired by the Obligor from any third parties.