

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
944 Media LLC		12/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nine Four Four Media Group, LLC		
Street Address:	3731 NW 8th Avenue		
Internal Address:	c/o Sandow Media LLC		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3273648	944	
Registration Number:	3117206	LOVED, HATED, NEVER IGNORED	
Registration Number:	3439838	944	
Registration Number:	3430764	944 LIFE YOUR CLIQUE HERE	
Registration Number:	3452707	944 FASHION ENTERTAINMENT LIFESTYLE	
Registration Number:	3430858	944 LIFE	
Registration Number:	3439857	944 LIFE	
Registration Number:	3488368	944 SUPER VILLAGE	
Registration Number:	3502825	INK GRENADE	
Registration Number:	3545543	GAME	
Registration Number:	3694575	RACKET	
CORRESPONDENCE DATA			

900189954

**TRADEMARK
 REEL: 004526 FRAME: 0530**

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ATTORNEY DOCKET NUMBER:	F6052-17001 - F6052-18001
NAME OF SUBMITTER:	Gregory M. Lefkowitz
Signature:	/Gregory M. Lefkowitz/
Date:	04/21/2011

Total Attachments: 11
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ASSET PURCHASE AGREEMENT

between

944 Media, LLC, as Seller

and

Nine Four Four Media Group, LLC, as Buyer

Dated: December 1, 2010

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ASSET PURCHASE AGREEMENT

December 1, 2010

The parties to this agreement are Nine Four Four Media Group, LLC, a Delaware limited liability company (the "Buyer"), and 944 Media LLC, a Delaware limited liability company (the "Seller"), as debtor and debtor-in-possession in a Chapter 11 case pending before the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court").

On April 6, 2010 (the "Filing Date"), the Seller filed with the Bankruptcy Court a voluntary petition for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). Seller continues to operate its business and manage its properties as debtor-in-possession.

The Seller publishes 944 Magazine (the "Magazine") and the other publications listed on schedule 1.1(a) (the Magazine, together with such other publications, the "Publications") and produces the events listed on schedule 1.1(a) (the "Events") and the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, the Publications, the Events and substantially all of the assets of the Seller, on the terms and conditions of this agreement.

Accordingly, it is agreed as follows:

I. Sale and Purchase of Assets.

1.1. Sale of Assets to Buyer. At the closing referred to in section 3.1, the Seller shall sell and assign to the Buyer, and the Buyer shall purchase and acquire, all of the assets of the Seller (excluding only the assets referred to in section 1.2) as those assets exist on the Closing Date referred to in section 3.1, free and clear of all liens, claims and encumbrances ("Liens"). Except as otherwise provided in section 1.2, the assets of the Seller to be sold and assigned (collectively, the "Assets") include, but are not limited to, the following:

(a) all of Seller's rights in the trademarks, trade names and logos (including registrations and applications for registration of any of them) now or previously used by Seller in connection with each of the Publications, including the registered trademarks listed on schedule 4.7, together with the good will of the business associated with the publication of each of the Publications and with those trademarks, trade names and logos;

(b) all of Seller's copyrights (including any registrations and applications for registration of those copyrights), and all of Seller's editorial material, photos, art work and files relating to each of the Publications, including, but not limited to, editorial material, photos and art work in the process of preparation;

(c) all of Seller's mailing lists, subscription lists and distribution lists relating to each of the Publications, all advertiser lists, exhibitor lists and attendee lists for the Events and all materials used by Seller for mailing list development and subscription promotion and fulfillment for each of the Publications and for mailing list development and promotion of the Events;

(d) all of Seller's records, files, and other data relating to (i) advertising space reservations, advertising insertion orders, records of current and former advertisers, and prospect lists for advertising for each of the Publications, and (ii) list rental orders, records of current and previous rentals, and prospect lists for list rentals;

(e) all of the Seller's library of back and current issues of each of the Publications;

(f) all inventory of paper, equipment, furniture, fixtures and leasehold improvements, office equipment, supplies and all other tangible personal property, wherever located, that is owned by the Seller;

(g) all rights of the Seller under those executory contracts, unexpired leases and other agreements listed on schedule 1.1(g);

(h) all prepaid expenses and security deposits;

(i) all accounts receivable, billed and unbilled, of the Seller, including, without limitation, all revenues from the January 2011 issue of the Magazine, and all "barter" rights of the Seller as of the close of business on the Closing Date;

(j) all patents, trade secrets and computer software (including Juggernaut) together with the good will of the business relating thereto;

(k) all causes of actions or claims of the Seller under sections 510, 544, 545 and 547-553 of the Bankruptcy Code; provided, however, Buyer shall not assert any such claims that may exist against employees of Seller, against Orbitron Holdings LLC ("Orbitron") or any employees, agents, members or owners of Orbitron or against any other creditor of Seller; and

(l) all files, logs and business records of every kind relating to the operations of the business of the Seller, including, but not limited to, sales correspondence, promotional materials, and credit and sales records.

1.2. Excluded Assets. The following assets (the "Excluded Assets") shall be retained by Seller and shall not be sold or assigned to the Buyer:

(a) any executory contract, unexpired lease or other agreement not listed on schedule 1.1(g) (the "Excluded Contracts") or for which consent to assignment to the Buyer is required but not obtained;

8.2. Documents to be Delivered by the Buyer. At the closing, the Buyer shall deliver to Seller the following:

(a) wire transfer of immediately available funds in the amount of \$1,290,000 (and the Deposit shall have been released to Seller);

(b) instruments, in form and substance reasonably satisfactory to Seller and its counsel, pursuant to which the Buyer shall assume the obligations of the Seller to be assumed by the Buyer pursuant to section 2.2(a); and

(c) the certificate referred to in section 7.2(f).

9. No Survival.

None of the representations, warranties, covenants or agreements (except those in sections 6.2 and 6.10 that relate to the period after the Closing) in this agreement shall survive the closing but all shall terminate on the Closing Date.

10. Termination.

10.1. Termination. Except with respect to provisions that expressly survive termination, this agreement may be terminated:

(a) by written agreement of the Buyer and the Seller;

(b) by the Buyer or Seller, by notice to the other, if at any time prior to the Closing Date any event shall have occurred or any state of facts shall exist that renders any of the conditions to its obligations as provided in this agreement incapable of fulfillment; or

(c) by the Seller, if the Seller receives a higher and better offer and enters into an agreement on such terms, as provided in section 6.4.

11. Miscellaneous.

11.1. Notices. Any notice or other communication under this agreement shall be in writing and shall be considered given when delivered personally, one day after being sent by recognized overnight courier or three days after being mailed by registered mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice to the other):

if to the Seller, to it at:

944 Media LLC
627 La Peer Drive
West Hollywood, California 90069
Attention: Marc Lotenberg

with a copy to:

Landau Gottfried & Berger LLP
1801 Century Park East, Suite 1460
Los Angeles, California 90067
Attention: Michael I. Gottfried, Esq.

if to Buyer, to it at:

Nine Four Four Media Group, LLC
c/o Sandow Media LLC
3731 NW 8th Avenue
Boca Raton, Florida 33431
Attention: Adam Sandow

with a copy to:

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Lawrence H. Budish, Esq.

11.2. Entire Agreement. This agreement, including the schedules and exhibits, contains a complete statement of all the arrangements among the parties with respect to its subject matter, supersedes any previous agreement among them relating to that subject matter, and cannot be changed or terminated orally. Except as specifically set forth in this agreement, there are no representations or warranties by any party in connection with the transactions contemplated by this agreement.

11.3. Headings. The section headings of this agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this agreement.

11.4. Governing Law. This agreement shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made and to be performed entirely in New York.

11.5. Separability. If any provision of this agreement is invalid or unenforceable, the balance of this agreement shall remain in effect.

11.6. Assignment. No party may assign any of its rights or delegate any of its duties under this agreement without the consent of the others except that Buyer may assign its right to purchase certain of the Assets to an affiliate of Buyer.

11.7. Publicity. Except as required by applicable law, no party shall issue any press release or other public statement regarding the transactions contemplated by this agreement without consulting with the others.

11.8. Bankruptcy Court Jurisdiction. Buyer and Seller agree that the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this agreement or any document executed pursuant hereto, and the parties expressly consent to and agree not to contest such exclusive jurisdiction.

11.9. Brokers. Each of the parties represents that it has not used the services of any broker or finder in connection with the transactions contemplated by this agreement, except Seller has retained Glass Ratner Advisory & Capital Group LLC and Seller shall pay any fees and expenses payable to such firm.

11.10. Counterparts. This agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument.

NINE FOUR FOUR MEDIA GROUP LLC

By: 

Name: Adam Sanders
Title: CEO

944 MEDIA, LLC

By: 

Name: Marc Lotenberg
Title: Chief Executive Officer

944 MEDIA, LLC
INTELLECTUAL PROPERTY

1.
UNITED STATES REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>OWNER</u>	<u>GOODS/ SERVICES</u>
944 LOVED, HATED, NEVER IGNORED	3,117,206	07/18/2006	944 MEDIA, LLC	Apparel, namely, men, women and children's clothing, namely, T-shirts, sweat shirts, hats, caps, visors, hoods, pants, sweat pants in CLASS 25 Publication of magazines in CLASS 41
944	3,439,838	06/03/2008	944MEDIA, LLC	Magazines featuring fashion, entertainment, lifestyle in CLASS 016
944 LIFE YOUR CLIQUE HERE	3,430,764	05/26/2008	944 MEDIA, LLC	Online social networking services; provision of a website featuring information on fashion; provision of a website featuring information on lifestyles; provision of an interactive website for persons to locate other individuals with similar interests to participate with them in, or accompany them to, events and activities in CLASS 045
944 FASHION ENTERTAINMENT LIFESTYLE	3,452,707	06/24/2008	944 MEDIA, LLC	Magazines featuring activities, nightlife, clothing and features specific to geographic locales in CLASS 016

944 MEDIA, LLC
INTELLECTUAL PROPERTY

944 LIFE	3,430,858	05/20/2008	944 MEDIA, LLC	Online social networking services; Provision of a website featuring information on fashion; Provision of a website featuring information on lifestyles; Providing an interactive website for persons to locate other individuals with similar interests to participate with them in, or accompany them to, events and activities in CLASS 045
944 LIFE	3,493,857	06/30/2008	944 MEDIA, LLC	Magazine columns about fashion, entertainment, lifestyle in CLASS 016
944 SUPER VILLAGE	3,488,368	08/19/2008	944 MEDIA, LLC	Entertainment in the nature of fashion shows; Entertainment services, namely, conducting parties; Entertainment, namely, live music concerts; Entertainment, namely, live performances by musical bands; Entertainment, namely, live performances by rock groups; Conducting entertainment exhibitions in the nature of SPORTING EVENT CELEBRATORY FESTIVALS; Entertainment services, namely, wine and food tastings; Entertainment services, namely, fireworks displays in CLASS 041
INK GRENADE	3,502,825	09/16/2008	944 MEDIA, LLC	Advertising and advertisement services; Advertising and commercial information services, via the internet; Advertising and promotion services and related consulting; Advertising services; Advertising services, namely, creating corporate and brand identity for others; Creation of marketing tools designed to increase a client company's knowledge of customer needs, and its competitors' products and services, pricing, advertising strategy and sales strategy; Creating and updating advertising material; Design of advertising materials for others; Design of internet advertising; Layout services for advertising purposes; On-line advertising and marketing services; Preparation of custom advertisements for others; Preparing advertisements for others in CLASS 035
GAME	3,545,543	12/09/2008	944 MEDIA, LLC	Magazines featuring SPORTS FIGURES LIFESTYLES, FASHIONS, TOYS, SPORTS HISTORY AND PHOTOGRAPHY in CLASS 016 (ITU application)

944 MEDIA, LLC
INTELLECTUAL PROPERTY

RACKET 3,694,575 10/13/2009 RACKET LLC
Magazines featuring fashion, entertainment,
lifestyle in CLASS 016