

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME OF THE ASSIGNEE previously recorded on Reel 004537 Frame 0667. Assignor(s) hereby confirms the CORRECTION OF ASSIGNEE NAME FROM SANDOW MEDIA, LLC TO -- INTERIOR DESIGN MEDIA GROUP,LLC--..												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Quadra Media, LLC</td> <td></td> <td>04/08/2011</td> <td>LIMITED LIABILITY COMPANY: NEW YORK</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Quadra Media, LLC		04/08/2011	LIMITED LIABILITY COMPANY: NEW YORK				
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Quadra Media, LLC		04/08/2011	LIMITED LIABILITY COMPANY: NEW YORK										
RECEIVING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Interior Design Media Group, LLC</td> </tr> <tr> <td>Street Address:</td> <td>3731 N.W. 8th Avenue</td> </tr> <tr> <td>City:</td> <td>Boca Raton</td> </tr> <tr> <td>State/Country:</td> <td>FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td>33431</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>		Name:	Interior Design Media Group, LLC	Street Address:	3731 N.W. 8th Avenue	City:	Boca Raton	State/Country:	FLORIDA	Postal Code:	33431	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
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Street Address:	3731 N.W. 8th Avenue												
City:	Boca Raton												
State/Country:	FLORIDA												
Postal Code:	33431												
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE												
PROPERTY NUMBERS Total: 2													
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Registration Number:	2160668	SURFACE											
Registration Number:	2435400	AVANT GUARDIAN											
CORRESPONDENCE DATA													
<p>Fax Number: (561)634-2815 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 561-962-2100 Email: nkim@duanemorris.com Correspondent Name: DUANE MORRIS LLP Address Line 1: 2700 North Military Trail Address Line 2: Suite 300 Address Line 4: Boca Raton, FLORIDA 33431</p>													
ATTORNEY DOCKET NUMBER:	F6052-18801; F6052-18901												

CH \$65.00 2160668

900191423

**TRADEMARK
 REEL: 004537 FRAME: 0897**

NAME OF SUBMITTER:	Gregory M. Lefkowitz
Signature:	/Gregory M. Lefkowitz/
Date:	05/10/2011
<p>Total Attachments: 20</p> <p>source=F6052-18801 Assignment - Quadra to Sandow#page1.tif source=F6052-18801 Assignment - Quadra to Sandow#page2.tif source=F6052-18801 Assignment - Quadra to Sandow#page3.tif source=F6052-18801 Assignment - Quadra to Sandow#page4.tif source=F6052-18801 Assignment - Quadra to Sandow#page5.tif source=F6052-18801 Assignment - Quadra to Sandow#page6.tif source=F6052-18801 Assignment - Quadra to Sandow#page7.tif source=F6052-18801 Assignment - Quadra to Sandow#page8.tif source=F6052-18801 Assignment - Quadra to Sandow#page9.tif source=F6052-18801 Assignment - Quadra to Sandow#page10.tif source=F6052-18801 Assignment - Quadra to Sandow#page11.tif source=F6052-18801 Assignment - Quadra to Sandow#page12.tif source=F6052-18801 Assignment - Quadra to Sandow#page13.tif source=F6052-18801 Assignment - Quadra to Sandow#page14.tif source=F6052-18801 Assignment - Quadra to Sandow#page15.tif source=F6052-18801 Assignment - Quadra to Sandow#page16.tif source=F6052-18801 Assignment - Quadra to Sandow#page17.tif source=F6052-18801 Assignment - Quadra to Sandow#page18.tif source=coversheet#page1.tif source=coversheet#page2.tif</p>	

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
Quadra Media, LLC		04/08/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Sandow Media, LLC		
Street Address:	3731 N.W. 8th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2160668	SURFACE	
Registration Number:	2435400	AVANT GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	(561)634-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-962-2100		
Email:	nkim@duanemorris.com		
Correspondent Name:	DUANE MORRIS LLP		
Address Line 1:	2700 North Military Trail		
Address Line 2:	Suite 300		
Address Line 4:	Boca Raton, GEORGIA 33431		

TRADEMARK

REEL: 004537 FRAME: 0899

ATTORNEY DOCKET NUMBER:	F6052-18801; F6052-18901
NAME OF SUBMITTER:	Gregory M. Lefkowitz
Signature:	/Gregory M. Lefkowitz/
Date:	05/09/2011
<p>Total Attachments: 18</p> <p>source=F6052-18801 Assignment - Quadra to Sandow#page1.tif source=F6052-18801 Assignment - Quadra to Sandow#page2.tif source=F6052-18801 Assignment - Quadra to Sandow#page3.tif source=F6052-18801 Assignment - Quadra to Sandow#page4.tif source=F6052-18801 Assignment - Quadra to Sandow#page5.tif source=F6052-18801 Assignment - Quadra to Sandow#page6.tif source=F6052-18801 Assignment - Quadra to Sandow#page7.tif source=F6052-18801 Assignment - Quadra to Sandow#page8.tif source=F6052-18801 Assignment - Quadra to Sandow#page9.tif source=F6052-18801 Assignment - Quadra to Sandow#page10.tif source=F6052-18801 Assignment - Quadra to Sandow#page11.tif source=F6052-18801 Assignment - Quadra to Sandow#page12.tif source=F6052-18801 Assignment - Quadra to Sandow#page13.tif source=F6052-18801 Assignment - Quadra to Sandow#page14.tif source=F6052-18801 Assignment - Quadra to Sandow#page15.tif source=F6052-18801 Assignment - Quadra to Sandow#page16.tif source=F6052-18801 Assignment - Quadra to Sandow#page17.tif source=F6052-18801 Assignment - Quadra to Sandow#page18.tif</p>	
<p>RECEIPT INFORMATION</p> <p>ETAS ID: TM202530 Receipt Date: 05/09/2011 Fee Amount: \$65</p>	

TRADEMARK

REEL: 004537 FRAME: 0900

ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of April 8, 2011, by and between Quadra Media LLC ("Seller"), a New York limited liability company with principal offices located at 12 West 27th Street, 10th Floor, New York, NY 10001 and Interior Design Media Group, LLC. ("Buyer"), a Delaware limited liability company with principal offices located at 3731 N.W. 8th Avenue, Boca Raton, FL 33431.

WITNESSETH:

WHEREAS, Seller is the owner, publisher and distributor of the *Surface* Magazine (the "Magazine"), the owner of the related website www.surface.com (the "Website") and all of the assets associated with the publication and distribution of the Magazine and the Website (together with the Magazine and the Website collectively hereinafter referred to as the "Business Assets")

WHEREAS, Seller desires to sell and Buyer desires to acquire certain Business Assets associated with the Magazine as more particularly described in Section 1 hereof,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, warranties, representations and conditions contained in this Agreement, it is hereby agreed as follows:

1. Sale of Business Assets. Subject to the terms and conditions stated in this Agreement, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, the following Business Assets of Seller:

(a) Contracts. All executory contracts for the sale of advertising and/or subscriptions which relate to Post-Closing Publications (as defined in Section 6 hereof) and which are in existence as of the Closing and other contracts as set forth in Schedule 1.1(a);

(b) Intellectual Property. All Intellectual Property including but not limited to trademarks, copyrights, domain names, url's and other intellectual property owned by Seller that is used primarily in connection with the operation of the Magazine and the Website, including the items set forth on Schedule 1.1(b) hereto;

(c) Website. All digital content, photography, and website technology;

(d) Archives. All archival editorial material, archival editorial photographs, archival artistic work and archival editorial artwork, marketing materials and other archival items related primarily to the Magazines or the Website;

(e) Inventory. All inventory, editorial inventory, back issue inventory, editorial and advertising research, unpublished articles, images, artwork, and work in progress for current and future issues;

(f) Domains. All internet domains and e-mail addresses set forth on Schedule L.I(c) attached hereto;

(g) Lists. All mailing lists, circulation files, e-mails lists, and advertiser / CRM and subscriber lists, customer and prospects lists and databases owned by Seller which relate primarily to the Magazines or the Website;

(h) Equipment. All computer equipment, software, and other equipment set forth on Schedule L.I(d); and

(i) E-mail Forwarding. All e-mails relating to the Business assets shall be forwarded by Seller to Buyer for one year following the date hereof.

2. Excluded Assets.

The following assets (the "Excluded Assets") shall be excluded from the assets to be sold by the Seller and to be purchased by Buyer at the Closing:

(a) All cash, bank accounts and related deposits of Seller pertaining to the Magazine;

(b) All prepaid expenses relating to the Magazine, that are not related to issues published by Buyer such as prepaid art and editorial, including but not limited to any security deposits;

(c) All accounts receivable and revenue related to Pre-Closing Publications as defined in Section 6 hereof, or any other revenue for Pre or Post-Closing Publications collected as of the Closing Date, except that Seller shall be responsible and shall make refunds to any party whether an advertiser or subscriber who requests a refund for monies paid to Seller prior to the Closing;

(d) All furniture and fixtures; and

(e) All other assets of the Seller.

3. Purchase Price.

(b) Seller shall be entitled to all revenues from Pre-Closing Publications notwithstanding the incurrence or receipt of same after Closing. Seller shall remain liable for all expenses relating to Pre-Closing Publications.

(c) Buyer may publish and distribute the July/August 2011 issue ("Buyer's First Issue"). Except for revenue collected as of the Closing Date, Buyer shall be entitled to all revenues for Post-Closing Publications. Buyer shall be liable for all expenses incurred for Post-Closing Publications.

(d) Seller acknowledges and agrees that Buyer may not publish any future issues of the Magazine and that Buyer may elect at any time to cease publication. That and all other decisions with respect to Surface Magazine and its related brand extensions after the Closing shall be made by Buyer, and Buyer shall have no liability to Seller with respect to any such decision. However, in the event that at any time within 42 months beginning thirty (30) days after the Closing there is no revenue from the Magazine for a period of no less than 120 days the name "Surface" and the related trademark shall revert to the Seller. The foregoing notwithstanding, in the event Buyer continues to pay Seller an amount equal to the average paid to Seller with respect to the EBITDA from the last three issues of the Magazine published prior to 120 days of no revenue for each issue that would have been published during the 42 month term, Buyer shall retain the name Surface and the related trademark.

(e) After the Closing Date, any revenues received by Seller or Buyer from advertisers which were intended to be paid to the other party or which should be prorated between Pre-Closing Publications and Post-Closing Publications shall be delivered to the other party within seven business days of receipt.

7. Certain Transactional Costs/Expenses.

Except as otherwise expressly herein provided, each party shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the consummation of the transactions contemplated hereby, including, without limitation, attorneys', accountants', and other professional fees and expenses. All applicable sales, use and transfer taxes shall be paid by Buyer, and all cost of due diligence investigations performed by Buyer shall be paid by Buyer.

8. Employees.

At the Closing, Buyer shall offer employment to the employees of Seller listed on Schedule 8, on such terms and conditions as Buyer shall determine. Buyer shall have no liability to any employee of Seller with respect to the period through the Closing. At the Closing, Buyer shall enter into an Employment Agreement with Dan Rubinstein in the form of Exhibit 8.

9. Representations and Warranties of Seller. Seller represents and Warrants to Purchaser as follows:

(a) Organization. Seller is a limited liability company duly organized and validly existing under the laws of the State of New York. Seller has the requisite limited liability company power and authority to own, lease and operate its properties and to conduct the business of Surface Magazine and its related brand extensions as it is now being conducted.

(b) Authority. Seller has full corporate power and authority to execute and deliver this Agreement, and has full corporate power and authority to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the transactions contemplated by this Agreement (collectively, the "Seller Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite corporate action on the part of Seller. This Agreement has been, and the Seller Documents will be, at or prior to the Closing, duly and validly executed and delivered by Seller, and (assuming the due authorization, execution and delivery by Purchaser) this Agreement constitutes, and the Seller Documents when so executed and delivered will constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Conflict. Except as set forth on Schedule 9(c), none of the execution and delivery by Seller of this Agreement or the Seller Documents, the consummation by Seller of the transactions contemplated hereby or thereby, or compliance by Seller with any of the provisions hereof or thereof will conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or give rise to any obligation of Seller to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any liens upon any of the properties or assets of Seller under, any provision of (i) the certificate of formation or limited liability company agreement of Seller, (ii) any contract or permit to which Seller is a party or by which any of the properties or assets of Seller is bound, (iii) any order applicable to Seller or by which any of the properties or assets of Seller is bound, or (iv) any applicable Law.

(d) Required Consents. Except as set forth in Schedule 9(d) (the "Required Consents"), no consent, waiver, approval, permit or authorization of or filing with, or notification to, any person or governmental body is required on the part of Seller in connection with (i) the execution and delivery of this Agreement or the Seller Documents, the compliance by Seller with any of the provisions hereof and thereof, the consummation of the transactions contemplated hereby and thereby or the taking by Seller of any other action contemplated hereby or thereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any contract or permit of Seller.

(e) Compliance With Law; Permits. Seller is in compliance in all material respects with all laws applicable to its operations or assets or the Business Assets. Seller has not received any written or other notice of or been charged with the violation of any laws. To its knowledge, Seller is not under investigation with respect to the violation of any laws and there are no facts or circumstances which could form the basis for any such violation.

(f) Ownership of the Assets. Upon consummation of the Closing, the Buyer shall acquire valid title to all of Surface Magazine and its related brand extensions, free and clear of any lien or encumbrance.

(g) Ownership of Personal Property. Except as set forth on Schedule 9(g) and except for the lien, if any, of current taxes not yet due and payable, the Seller has valid title, free and clear of any claim, lien, security interest, charge or encumbrance, to all personal property used in the business of Surface Magazine and its related brand extensions.

(h) Litigation; Compliance with Laws. There is no claim, litigation, proceeding or governmental investigation pending or, to the knowledge of the Seller, threatened, or any order, injunction or decree outstanding, against the Seller or any of its properties or assets, and, to the knowledge of the Seller, there is no basis for future claims, litigations, proceeds or investigations against the Seller or any of its properties or assets. The Seller is operating Surface Magazine and its related brand extensions in compliance with all applicable legal requirements and none of the Seller or any director or officer of the Seller has received any notice of any violation of any applicable legal requirement.

(i) Except as set forth on Schedule 9(i), with respect to Surface Magazine and its related brand extensions there are no prepaid advertising, obligations for make-goods, trade or barter obligations, bonus pages owed or any other obligations to advertisers with respect to the period after the Closing.

10. Representations and Warranties of Buyer.

(a) Organization. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Buyer has the requisite limited liability company power and authority to purchase Surface Magazine and its related brand extensions pursuant to this Agreement.

(b) Authority. Buyer has full corporate power and authority to execute and deliver this Agreement, and has full corporate power and authority to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by Buyer in connection with the transactions contemplated by this Agreement (collectively, the "Buyer Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Buyer Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite corporate action on the part of Buyer. This Agreement has been, and the Buyer Documents will be, at or prior to the Closing, duly and validly executed and delivered by Buyer, and (assuming the due authorization, execution and delivery by Seller) this Agreement constitutes, and the Buyer Documents when so executed and delivered will constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Conflict. None of the execution and delivery by Buyer of this Agreement or the Buyer Documents, the consummation by Buyer of the transactions contemplated hereby or thereby, or compliance by Buyer with any of the provisions hereof or thereof will conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or give rise to any obligation of Buyer to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any liens upon any of the properties or assets of Buyer under, any provision of (i) the certificate of formation or limited liability company agreement of Buyer, (ii) any contract or permit to which Buyer is a party or by which any of the properties or assets of Buyer is bound, (iii) any order applicable to Buyer or by which any of the properties or assets of Buyer is bound, or (iv) any applicable law.

(d) Required Consents. No consent, waiver, approval, Permit or authorization of or filing with, or notification to, any person or governmental body is required on the part of Buyer in connection with the execution and delivery of this Agreement or the Buyer Documents, the compliance by Buyer with any of the provisions hereof and thereof, the consummation of the transactions contemplated hereby and thereby or the taking by Buyer of any other action contemplated hereby or thereby.

11. Confidentiality.

It is agreed that the terms of this transaction and all information supplied by the parties in connection with the transactions herein contemplated are confidential and Buyer and Seller each agree not to disclose to any third party (other than to Seller's and Buyer's respective accountants, legal counsel, lenders and professional advisers and employees having a need to know the same, subject to the confidentiality obligation of the disclosing party), or otherwise use or permit the use of, any such information without the prior written consent of the party or parties to which it relates. The disclosure of any information already in the public domain shall not be deemed a breach of the foregoing. Seller and Buyer further agree not to make any public disclosures about the existence or contents of this letter or the transactions contemplated hereby without prior written notice to and approval of the other party. The undertakings in this paragraph shall survive the Closing of the transaction herein contemplated and shall continue for the maximum period permitted by law.

12. Non-Compete Agreement.

At the Closing Seller shall enter in the Non-compete Agreement in the form attached hereto as Exhibit 12.

13. Transactions at the Closing.

(a) Documents to be Delivered by the Seller. At the Closing, the Seller shall deliver to the Buyer the following:

(i) such bills of sale, assignments or other instruments of transfer and assignment reasonably requested by Buyer to vest in Buyer's valid title to the Business Assets free and clear of any lien, claim or encumbrance;

(ii) the employment agreement with Dan Rubinstein; and

(iii) copies of UCC termination statements from Coastline Financial Services Group LLC releasing all liens and encumbrances it holds on Surface Magazine and its related brand extensions.

(b) Documents to be Delivered by Buyer. At the Closing, the Buyer shall deliver to Seller an instrument assuming the liabilities to be assumed by Buyer pursuant to this Agreement; and

(c) Payment. At the Closing, Buyer shall pay to Seller \$1.

14. Survival of Representations and Warranties; Indemnification.

(a) The representations and warranties by the Seller shall survive the Closing notwithstanding any investigation at any time by or on behalf of Buyer, and shall not be considered waived by Buyer's consummation of the transactions contemplated by this Agreement with knowledge of any misrepresentation or breach by Seller.

(b) The representations and warranties by Buyer shall survive the Closing notwithstanding any investigation at any time by or on behalf of the Seller and shall not be considered waived by Seller's consummation of the transactions contemplated by this Agreement with knowledge of any misrepresentation or breach by Buyer.

(c) Seller shall indemnify Buyer and its affiliates and their respective partners, members, directors, managers, officers, employees and representatives against all loss, liability, expense (including reasonable fees and expenses of counsel, whether involving a third party or among the parties to this Agreement) or damage (collectively referred to as "Losses") any of them may suffer, sustain or become subject to as a result of (i) any breach of any representation, warranty, covenant or other agreement of Seller contained in this Agreement, (ii) any misrepresentation by Seller or any claim by a third party that, without regard to the merits of the claim, would constitute such a breach or misrepresentation, or (iii) any Excluded Liability.

(d) Indemnification by Buyer. Buyer shall indemnify and hold harmless the Seller against all loss, liability, damage or expense (including reasonable fees and expenses of counsel) the Seller may suffer, sustain or become subject to as a result of any breach of any representations, warranties, covenants or other agreements of Buyer contained in this Agreement or any misrepresentation by Buyer, or any claim by a third party that, without regard to the merits of the claim, would constitute such a breach or misrepresentation.

15. New York Law.

This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and all other respects by the internal laws of the State of New York applicable to contracts made and wholly to be performed therein. In connection with any dispute relating to this Agreement which is finally resolved by litigation in the courts of the State of New York, the prevailing party shall, to the extent permitted under New York law, be entitled to recover the costs of such litigation, including attorney's fees reasonably and necessarily incurred.

16. Notices.

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Buyer:
Sandow Media, LLC
3731 N.W. 8th Avenue
Boca Raton, FL 33431
Attn: Chris Fabian
cfabian@sandowmedia.com

If to Seller:
Quadra Media, LLC.

12 West 27th Street, 10th Floor,
New York, NY 10001

Attn: Donald Hellinger
E mail: don@quadramediallc.com

With a copy to:

The Law Offices of Mitchell Cantor
470 Park Avenue South, 12th Floor
New York, NY 10016

Attn: Mitchell Cantor
E Mail: cantor.law@verizon.net

A party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

17. Nature Of This Agreement.

This document sets forth the entire agreement of the parties regarding the transactions contemplated hereby and supersedes all previous understandings of the parties, oral or written. No modification or addition hereto, or waiver of any provision hereof, shall be valid or enforceable unless confirmed in writing by all parties. The rights and obligations of all of the parties hereto shall inure to their respective successors and assigns.

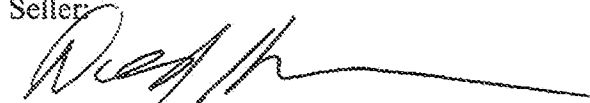
[The remainder of This Page has Been Intentionally Left Blank]

[Signatures are on the Following Page]

Asset Purchase Agreement between Sandow Media, LLC and Quadra Media, LLC

Agreed to as of the 8th day of April, 2011.

Seller:


Quadra Media, LLC

By: Donald Hellinger

Its: President and Manager

Date: April 8, 2011

Buyer:



Sandow Media, LLC.

By: Chris Fabian

Its: CFO / COO

Date: April 8, 2011

EXHIBIT 1
NON-COMPETE AGREEMENT

THIS AGREEMENT, made and entered into as of the 8th day of April 2011 by and among Quadra Media, LLC, a New York limited liability company ("Quadra") and Donald Hellinger ("Hellinger") on the one hand and SANDOW MEDIA, LLC., a Delaware limited liability company, ("Sandow") on the other hand.

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, Quadra and Hellinger, closed a transaction under the terms of an Asset Purchase Agreement (the "Purchase Agreement") dated April 8, 2011 whereby SANDOW purchased certain assets of Quadra, relating to the business (the "Business") of publication of *Surface Magazine* and the operation of the related Website;

WHEREAS, Quadra and Hellinger acknowledge that to adequately protect the interests of SANDOW in the Business it is essential that they enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Non-compete Covenant.

- 1.1 Non-compete Covenant. Quadra and Hellinger hereby agree that during the period commencing on the date hereof and ending on the third (3rd) anniversary of the date hereof (the "Non-compete Period"):

Neither Quadra, Hellinger, nor any company (other than a publicly traded company) or organization in which Quadra and/or Hellinger has a direct or indirect financial interest (Quadra/Hellinger, and each company and organization, in which Quadra/Hellinger has a direct or indirect financial interest being hereinafter referred to as a "Related Party"), will directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of or be connected in any manner with, any business conducted under any trademark or trade name of *Surface* Magazine or name similar thereto or engage in the publication or distribution to the general public of any periodical, whether conventional or electronic, primarily dedicated to home improvement or design in the Non-compete Territory defined in Section 1.3(a) hereof without the prior written consent of the Company; and

(a) Each Related Party shall hold in confidence all knowledge and information of a confidential nature (which knowledge and information is not otherwise in the public domain) with respect to the Business and will not disclose, publish or make use of the same without the prior written consent of Sandow, except when necessary to comply with applicable law.

1.2 Trade Secrets. Each Related Party shall hold in confidence indefinitely any and all Trade Secrets, as defined by applicable Florida law, of the operation of the Business and shall not disclose, publish or make use of the same without the prior written consent of the other party, except when necessary to comply with applicable law or in connection with any litigation.

1.3 Non-compete Territory and Additional Covenants.

(a) The Non-compete Territory shall include the United States and any International territories in which Quadra has licensed or distributes *Surface* magazine irrespective of the language in which *Surface* is published.

Section 2. Compensation.

Contemporaneously with the execution and delivery of this Agreement, SANDOW has agreed to purchase the assets of Quadra associated with the Magazine entitled *Surface* and to pay Quadra a percentage of EBITDA for 42 months from the date hereof.

Section 3. Miscellaneous.

3.1 Non-compete Fee. Quadra and Hellinger hereby acknowledges that the compensation paid has been fully negotiated and represents fair consideration for the non-competition undertakings made hereunder.

3.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Quadra and Hellinger, their respective successors and assigns; provided, however, that Quadra and Hellinger shall not be entitled to assign or delegate any of their rights or obligations hereunder.

3.3 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida.

3.4 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.5 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid and,

If to Quadra, addressed to:
Donald Hellinger, President and Manager
Quadra Media LLC
12 West 27th Street, 10th Floor,
New York, NY 10001

cc: Law Offices of Mitchell Cantor
470 Park Avenue South, 12th Floor
New York, NY 10016

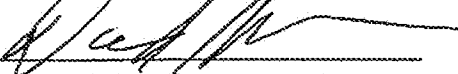
If to SANDOW, addressed to:
Sandow Media, LLC
3731 N.W. 8th Avenue
Boca Raton, FL 33431
Attn: Chris Fabian
cfabian@sandowmedia.com

or to such other place or places or to such other person or persons as shall be designated in writing by the parties hereto.

3.6 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms hereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

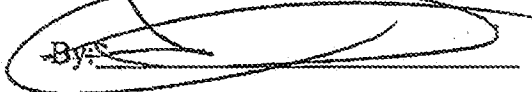
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

QUADRA MEDIA, LLC

By: 

Title: PRESIDENT

SANDOW MEDIA, LLC

By: 

Title: CFO/COO

Schedule 1.1(a) – Executory Contracts

Future booked advertising – to be listed with contracts attached

International licenses to be listed with contracts attached

Deferred subscription liability detail

Schedule 1.1(b) – Intellectual Property

Surface

www.surface.com

www.avantguardian.com

Schedule 1.1(c) - Domains

www.surface.com

www.avantguardian.com