

STEVEN SCHMIDT COMPANY 2655 ULMERTON ROAD, #143

TRADEMARK ASSIGNMENT

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08/17/2011
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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Famous Frames M I, LLC		07/18/2011	LIMITED LIABILITY COMPANY CALIFORNIA

RECEIVING PARTY DATA

Name:	M Channel Online, LLC
Street Address:	2655 Ulmerton Road, #143
City:	Clearwater
State/Country:	FLORIDA, USA
Postal Code:	33762
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3629936	M CHANNEL

CORRESPONDENCE DATA

Fax Number: (727)556-0011
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7279671030
 Email: sjs@mchannelonline.com
 Correspondent Name: Steven Schmidt
 Address Line 1: 2655 Ulmerton Road, #143
 Address Line 4: Clearwater, FLORIDA 33762

NAME OF SUBMITTER: Steven Schmidt

Signature: /Steven Schmidt/

Date: 08/17/2011

Total Attachments: 1
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STEVEN SCHMIDT COMPANY:2655 ULMERTON ROAD, #143

ASSIGNMENT OF TRADEMARKS

Effective as of July 18, 2011 ("Effective Date"), Famous Frames M I, LLC, a limited liability company (the "Assignor") executes this Assignment of Trademarks (the "Assignment") in favor of M Channel Online, LLC, a limited liability company (the "Assignee") (each a "Party" and collectively the "Parties").

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby irrevocably quitclaims, assigns, conveys and transfers to Assignee all of Assignor's worldwide right, title and interest in and to the trademarks identified on Schedule 1 attached hereto and incorporated herein by this reference, including without limitation: 1) all United States and foreign trade names, logos, common law trademarks and service marks, dba's, trademark and service mark registrations and applications therefor, 2) all goodwill associated with the foregoing; 3) any similar, corresponding or equivalent rights to any of the foregoing; 4) all renewals associated with the foregoing; and 5) all documentation related to any of the foregoing (collectively, the "Trademarks").

Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights in and to the Trademarks. Assignor agrees to execute any additional documents necessary or reasonably requested by Assignee to effect or evidence the Assignment, and those documents reasonably requested by Assignee in order to apply for and obtain, in the Assignee's name and for its benefit, trademarks and all other intellectual property rights throughout the world related to any of the Trademarks and to transfer, effect, confirm, perfect, record, preserve, protect and enforce all right, title and interest transferred hereunder (collectively, "Supporting Documents"). If Assignor fails or refuses to timely execute any Supporting Documents, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the Manager of Assignee is hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the Assignment.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

This Assignment shall be governed by and construed under the laws of the State of California, without regard to choice of laws provisions.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Famous Frames M I, LLC

M Channel Online, LLC

By: Mark C. Miller
Name: Mark C Miller
Title: CEO

By: Steven Schmidt
Name: Steven Schmidt
Title: President