

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
Churm Media	FORMERLY Churm Publishing	12/11/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Freedom Communications, Inc.		
Street Address:	625 N. Grand Ave.		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2922617	THE ULTIMATE KIDS EXPO	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Julie Dalke		
Address Line 1:	650 Town Center Dr.		
Address Line 2:	(052104-0000)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(052104-0000)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	02/19/2013		

OP \$40.00 2922617

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this "Agreement"), effective as of December 11, 2012, is made by and between Churm Media, a California corporation ("Assignor"), and Freedom Communications, Inc., a Delaware corporation ("Assignee"). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property set forth on Schedule A attached hereto (the "Seller IP");

WHEREAS, pursuant to and in accordance with that certain Asset Purchase Agreement by and between Assignor, Churm Media Golf Group, Inc., a California corporation, and Assignee, effective as of December 11, 2012 (the "Purchase Agreement"), Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Seller IP;

WHEREAS, Assignor and Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all such right, title and interest in and to the Seller IP.

NOW, THEREFORE, in consideration of their mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Seller IP, and including all (i) rights to file domestic and foreign patent, trademark and copyright applications thereon; (ii) rights to obtain registrations, renewals and extensions thereof; (iii) all goodwill pertaining thereto; (iv) income, royalties, damages and payments now due or which hereafter become due or payable in respect to thereto; (v) causes of action (in law or equity) and rights to sue, counterclaim and/or collect and recover for past, present or future infringement of the rights assigned under this Agreement; and (vi) rights corresponding to the foregoing throughout the world.

2. Authorizations. Assignor hereby authorizes and requests (i) the Commissioner of the United States Patent and Trademark Office and any other official throughout the world whose duty is to register and record ownership of patents, trademark registrations and applications therefor, (ii) the Register of Copyrights of the United States Copyright Office and any other official throughout the world whose duty is to register and record ownership of copyrights, copyright registrations or applications therefor, and (iii) the applicable domain name registrar and any other official throughout the world whose duty is to register and record ownership of domain names, to, in the case of each of the foregoing clauses (i) through (iii), record Assignee as the owner of the applicable Seller IP.

3. Further Assurances. Assignor hereby agrees to execute, at Assignor's expense, such additional documents as Assignee may reasonably request to register and otherwise give

full effect to, and perfect, the rights of Assignee under this Agreement in and to the Seller IP worldwide. Assignor further covenants and agrees that Assignor will, at any time and upon the reasonable request of Assignee, communicate to Assignee any facts relating to the Seller IP known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding or in connection with any litigation involving the Seller IP. Assignor will take, or cause to be taken, all such other and further action as may reasonably be requested by Assignee in order to effect the assignment contemplated hereby and by the Purchase Agreement.

4. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Agreement is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. Notices. All notices and other communications to be given under the terms of this Agreement or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 9.7 (Notices) of the Purchase Agreement.

6. Governing Law; Jurisdiction. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA TO BE APPLIED. THE PARTIES HERETO AGREE THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN ORANGE COUNTY, CALIFORNIA (OR ANY APPELLATE COURT THEREFROM). EACH OF THE PARTIES HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA (OR ANY APPELLATE COURT THEREFROM). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7. Severability. Each item and provision of this Agreement is intended to be severable. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby.

8. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

9. Successors and Assigns; Termination, Amendments and Waivers. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other party hereto. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the parties hereto or, in the case of a waiver, by the party or parties waiving compliance.

10. Draftsmanship. Each of the parties hereto has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.


11. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement. Copies of executed signature pages delivered by facsimile or other electronic means (*i.e.*, .pdf or .tif) shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the first paragraph hereof.

ASSIGNEE:

FREEDOM COMMUNICATIONS, INC.

By: 
Name: CB
Title:

ASSIGNOR:

CHURM MEDIA

By: _____
Name:
Title:

[Signature page to Intellectual Property Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the first paragraph hereof.


ASSIGNEE:

FREEDOM COMMUNICATIONS, INC.

By: _____
Name:
Title:

ASSIGNOR:

CHURM MEDIA

By: 
Name: Steve Churm
Title: CEO/President

[Signature page to Intellectual Property Assignment and Assumption Agreement]

SCHEDULE A

U.S. Federal Trademark Applications and Registrations

MARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER
THE ULTIMATE KIDS EXPO	Churm Publishing, Inc.	78/222,705	2,922,617

Fictitious Business Name Registrations and Trade Names

NAME	FILING TYPE	FILING JURISDICTION	OWNER	REGISTRATION NUMBER
RIPE ORANGE	Fictitious Business Name Statement	Clerk-Recorder, County of Orange	Churm Media, Inc.	20086176919
Wobwire	Fictitious Business Name Statement	Clerk-Recorder, County of Orange	Churm Media	20106218564
Churm Media Custom Content	Fictitious Business Name Statement	Clerk-Recorder, County of Orange	Churm Media	20126306402
OC Metro	Trade Name	N/A	Churm Media	N/A
Hot 25	Trade Name	N/A	Churm Media	N/A
40 under 40	Trade Name	N/A	Churm Media	N/A
OC Family	Trade Name	N/A	Churm Media	N/A
Southland Golf	Trade Name	N/A	Churm Media	N/A
OC Menus	Trade Name	N/A	Churm Media	N/A
Metro Menus	Trade Name	N/A	Churm Media	N/A

Domain Names

Domain	Registrant
20SHININGSTUDENTS.COM	CHURM MEDIA
AFFORDMEDIA.COM	CHURM MEDIA
BESTOCCOMPANIES.COM	CHURM MEDIA
BODYBEAUTIFULOC.COM	CHURM MEDIA
CHURM360.COM	CHURM MEDIA
CHURMEDIA.COM	CHURM MEDIA
CHURMMEDIA.COM	CHURM MEDIA
CHURMMEDIA360.COM	CHURM MEDIA
CHURMMEDIABLOGS.COM	CHURM MEDIA
CHURMMEDIAFORUMS.COM	CHURM MEDIA
CHURMPUBLISHING.COM	CHURM MEDIA
CHURMPUBLISHING.NET	CHURM MEDIA
CHURMSYNDICATE.COM	CHURM MEDIA
FAMLIESANDMOMS.COM	CHURM MEDIA
IEFAMILY.COM	CHURM MEDIA
INLANDEMPIREFAMILY.COM	CHURM MEDIA
METROBUSINESSWEEKLY.COM	CHURM MEDIA
MOMSANDFAMLIES.COM	CHURM MEDIA
MOMSOC.NET	CHURM MEDIA
MOMSPACEOC.COM	CHURM MEDIA
OCBODYBEAUTIFUL.COM	CHURM MEDIA
OCBUSINESSWEEKLY.COM	CHURM MEDIA
OCDADBLOG.COM	CHURM MEDIA
OCFAMILY.COM	CHURM MEDIA
OCFAMILYBLOG.COM	CHURM MEDIA
OCFAMILYKIDS.COM	CHURM MEDIA
OCFAMILYKIDSEXPO.COM	CHURM MEDIA
OCFAMILYMOMS.COM	CHURM MEDIA
OCFAMILYTV.COM	CHURM MEDIA
OCFDEALS.COM	CHURM MEDIA
OCFTV.COM	CHURM MEDIA
OC-IEFAMILYVIRTUALCAMPFAIR.COM	CHURM MEDIA
OCMBM.COM	CHURM MEDIA
OCMBUSINESS.COM	CHURM MEDIA
OCMBUSINESS.NET	CHURM MEDIA
OCMENUS.COM	CHURM MEDIA
OCMETRO.COM	CHURM MEDIA
OCMETROBIZDAILY.COM	CHURM MEDIA
OCMETROBLOG.COM	CHURM MEDIA
OCMETROBUSINESS.COM	CHURM MEDIA

OCMETROBUSINESS.NET	CHURM MEDIA
OCMETROBUSINESSDAILY.COM	CHURM MEDIA
OCMETROBUSINESSWEEKLY.COM	CHURM MEDIA
OCMETROMINUTE.COM	CHURM MEDIA
OCMOMS.NET	CHURM MEDIA
OCMTBEVENT.COM	CHURM MEDIA
RIPEOC.COM	CHURM MEDIA
RIPE-ORANGE.COM	CHURM MEDIA
RIPEORANGEINC.COM	CHURM MEDIA
RIPEORANGEMARKETING.COM	CHURM MEDIA
RIPEORANGEPR.COM	CHURM MEDIA
SLGMAG.COM	CHURM MEDIA
SLGOLFDEALS.COM	CHURM MEDIA
SLGOLFMAG.COM	CHURM MEDIA
SLGOLFSERIES.COM	CHURM MEDIA
SOUTHLAND-GOLF.COM	CHURM MEDIA
SOUTHLANDGOLFDEALS.COM	CHURM MEDIA
SOUTHLANDGOLFMAGAZINE.COM	CHURM MEDIA
SOUTHLANDGOLFMEDIA.COM	CHURM MEDIA
SOUTHLANDGOLFSERIES.COM	CHURM MEDIA
SOUTHLANDGOLFTOUR.COM	CHURM MEDIA
SOUTHLANDGOLFTOURNAMENT.COM	CHURM MEDIA
SOUTHLANDGOLFTOURNAMENTS.COM	CHURM MEDIA
THEBESTOCCOMPANIES.COM	CHURM MEDIA
THEHOT25.COM	CHURM MEDIA
TOTALBRANDSALES.COM	CHURM MEDIA