

TRADEMARK ASSIGNMENT

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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
Performance MediaWorks, LLC		05/13/2013	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	AllOver Media Acquisitions, LLC		
Street Address:	16355 - 36th Avenue North, Suite 700		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55446		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3579961	FILLBOARD	
CORRESPONDENCE DATA			
Fax Number:	6126723777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612 672 3765		
Email:	pcurran@messerlikramer.com		
Correspondent Name:	Messerli & Kramer PA		
Address Line 1:	100 South Fifth Street, Suite 1400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	PMW TO AOM RE: FILLBOARD		
NAME OF SUBMITTER:	Pamela A. Curran		
Signature:	/pamela a. curran/		

OP \$40.00 3579961

Date:

05/14/2013

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "**Assignment**"), effective as of the 13 day of May, 2013 (the "**Effective Date**"), is made by **PERFORMANCE MEDIWORKS, LLC**, a Georgia limited liability company (the "**Assignor**"), in favor of **ALLOVER MEDIA ACQUISITIONS, LLC**, a Georgia limited liability company (the "**Assignee**").

WHEREAS, in connection with the consummation of an Asset Purchase Agreement (the "**APA**") by and among Assignor, as seller, and the Assignee, as purchaser, of even date herewith, Assignor is formally assigning to Assignee, all of Assignor's right, title and interest, in and to the "**LICENSED MARKS**," as the same are defined in the APA, which **LICENSED MARKS** includes the trademarks and trade names set forth on **Exhibit A** attached to this Assignment (the "**Trademarks**"); and

WHEREAS, the parties are entering into this Assignment to effect such assignment and to record the assignment in the Trademarks.

In consideration of good and valuable consideration the receipt of which is hereby acknowledged, **PERFORMANCE MEDIWORKS, LLC**, a Georgia limited liability company (the "**Assignor**"), hereby assigns, and transfers to **ALLOVER MEDIA ACQUISITIONS, LLC**, a Georgia limited liability company (the "**Assignee**"), all of the Assignor's entire right, title and worldwide interest in and to the trademarks and trade names set forth on **Exhibit A** attached to this Assignment (the "**Trademarks**"), including (i) all of the goodwill of the business associated or connected with the use of and symbolized by the Trademarks; (ii) any trademark applications or registrations therefor; and the right to file any document to maintain any such application or registration; (iii) all common law trademark or trade name rights or logos in said marks; (iv) the right to file applications for registration and other filings worldwide; and (v) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom.

Assignor acknowledges that as of the date of this Assignment, Assignor shall not claim to possess any right, title or interest in and to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee's rights therein and shall not adopt or use or register any name or mark anywhere in the world which infringes or otherwise violates the Trademarks. Notwithstanding anything to the contrary, this Assignment is made pursuant to and in order to effectuate terms in the APA, any conflict between this Assignment and the APA shall be governed by the APA, and the assignment and transfer contemplated by this Assignment is on an "as is, where is" basis, except that Seller represents and warrants that the property assigned hereunder is being assigned hereunder free and clear of all liens or security interests made by or against Seller.

At the request of Assignee, Assignor agrees to execute and deliver, at Assignee's cost, such additional documents as may be reasonably necessary or appropriate to effectuate, carry out, and consummate this Assignment and the transactions contemplated thereby.

**EXHIBIT A
TO ASSIGNMENT OF TRADEMARKS**

TRADEMARKS

1. Trademarks and tradenames:

Fillboard

2. Filings with the United States Patent and Trademark Office:

REF	MARK	SERIAL NUMBER	REGISTRATION NUMBER
1.	Fillboard	77523453	3579961