

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BGR Media, LLC		04/23/2010	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Boy Genius Report, Inc.		
Street Address:	9800 S. La Cienega Boulevard, Suite 100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90301		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3563844	BOY GENIUS REPORT	
CORRESPONDENCE DATA			
Fax Number:	2152799394		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.279.9389		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1600 JFK Boulevard, 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan A. LaVine		
SIGNATURE:	/Jordan A. LaVine/		
DATE SIGNED:	05/11/2016		
Total Attachments: 4			
source=boy genius report assignment#page1.tif			
source=boy genius report assignment#page2.tif			
source=boy genius report assignment#page3.tif			
source=boy genius report assignment#page4.tif			

OP \$40.00 3563844

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

THIS ASSET PURCHASE AND CONTRIBUTION AGREEMENT (the "Agreement") is made as of April 23, 2010, (the "Effective Date"), by and among BGR Media, LLC, a Delaware LLC ("Company"), and Jonathan Geller, an individual residing in Connecticut ("JG"), , and Boy Genius Report, Inc. a Connecticut corporation ("BGR") each individually a "Party" and collectively the "Parties."

RECITALS

A. **WHEREAS**, JG, through BGR presently operates an online website under the name "Boy Genius Report", (the "Business"), which is located at www.boygeniusreport.com (the "Domain");

B. **WHEREAS**, prior to the Closing, the Parties expect Mail.com Media Corporation ("MMC") to purchase (the "MMC Purchase") certain assets (the "BGR Assets") from BGR pursuant to that certain Asset Purchase Agreement by and among Mail.com Media Corporation, JG and BGR to be executed at the same time as the execution of this Agreement (the "MMC APA");

C. **WHEREAS**, prior to the Closing, the Parties expect MMC to contribute the BGR Assets to the Company;

D. **WHEREAS**, JG desires to sell in part and contribute in part to Company the Transferred Assets, and Company desires to purchase and receive the Transferred Assets, as defined in Section 1(c); and

E. **WHEREAS**, the Parties intend that the Transferred Assets and the BGR Assets together constitute all of the assets associated with the Business;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Assets.

(a) Purchase and Sale of Assets. In exchange for the cash consideration paid to JG hereunder, JG hereby sells to Company seventy-five percent (75%) of all right, title and interest in and to the Transferred Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party.

(b) Contribution of Assets. In exchange for 2,500 Class A Units of the Company, JG hereby contributes to Company twenty-five percent (25%) of all right,

title and interest in and to the Transferred Assets, as defined herein, free and clear of all claims, restrictions, encumbrances or other rights of any type or nature of any third party.

(c) For purposes of this Agreement, the term "Transferred Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of JG used or held for use by JG in the Business. Without limiting the generality of the foregoing, the Transferred Assets shall include, but are not limited to all of the goodwill of the Business owned by JG.

(d) For the purpose of clarification, JG and Company agree that as of the Closing Date, all rights and title in and to all of the Transferred Assets shall be exclusive to and owned solely by Company, and it shall be a breach of this Agreement and a violation of Company's intellectual property and other rights for JG to use, copy, distribute, redistribute, sell, license, sub-license or otherwise display or allow others to display or use any of the Transferred Assets, except as expressly authorized by Company.

2. Closing. ;

PAGES 3 THROUGH

15 INTENTIONALLY

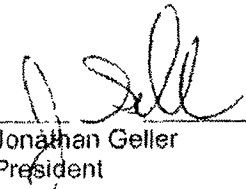
OMITTED.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

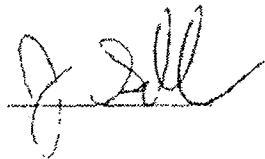
BGR Media, LLC
(Company)

By:  _____

Boy Genus Report, Inc.
(BGR)

By:  _____
Jonathan Geller
President

Jonathan Geller

 _____

BGR Asset Purchase and Contributor Agreement Signature Page