

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
EFFECTIVE DATE:	01/17/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wildform, Inc.		01/17/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	On2 Technologies, Inc.
Street Address:	580 White Plains Road
City:	New York
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78038133	FLIX

CORRESPONDENCE DATA

Fax Number: (212)486-0323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2124867272ext.305
 Email: jlinowitz@lubl.com
 Correspondent Name: Levisohn Berger LLP
 Address Line 1: 805 Third Avenue, 19th Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	1087.278
NAME OF SUBMITTER:	Jane Linowitz
Signature:	/jane linowitz/

OP \$40.00 78038133

Date:

01/17/2007

Total Attachments: 3

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TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Transfer And Assignment Of Intellectual Property Agreement ("*Assignment Agreement*") is made and entered into as of April 29, 2005 ("*Effective Date*"), by and between Wildform, Inc. ("*Assignor*") and On2 Technologies, Inc. ("*Assignee*").

WHEREAS, Assignor and Assignee have entered in that certain Asset Purchase And Software License Agreement dated as of April 4, 2005 (the "*Purchase Agreement*"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Purchased Intellectual Property (as that term is defined in the Purchase Agreement").


NOW, THEREFORE, in consideration of Assignee's purchase of the Purchased Intellectual Property:

1. Assignor hereby assigns, and transfers to Assignee, all of Assignor's right, title and interest in the Purchased Intellectual Property. Assignor agrees to take such steps and make such filings as may be reasonably necessary or appropriate to effect the transactions contemplated hereby.


2. This Agreement is governed by the laws of the State of New York without regard to its conflict of law rules. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized representatives as of the Effective Date.

Assignor--Wildform, Inc.

By: 
Name: Jonathan Blank
Its: Chief Executive Officer

Assignee--On2 Technologies, Inc.

By: 
Name: Douglas McIntyre
Its: Chief Executive Officer

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Schedule 5.10(a)

Purchased Intellectual Property

Flix Mark

Flix logo

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1.31. "Flash Video" means video compressed using a video codec and stored or streamed in the Flash Format, but specifically not Flash Screen Capture Video or video in any other format.

1.32. "Flash Screen Capture Video" means video compressed using a video codec that is specifically designed and optimized for the recording of a computer screen in action and is stored or streamed in the Flash Format.

1.33. "Flix Intellectual Property" has the meaning set forth in Section 5.11.

1.34. "Flash Player" means any past, present or future generation of Macromedia's rich client software capable of displaying video, text, graphics, animations, sound, application forms and other two-way communications.

1.35. "Flix Agreement" means the Flix Support and Maintenance Agreement to be executed by the Parties at the Closing substantially in the form attached hereto as Exhibit C.

1.36. "Flix Logos" means all right in the logos set forth on Schedule 1.33.

1.37. "Flix Mark" means all rights in the trademark "FLIX", including, without limitation, the following registration: "FLIX", USPTO Reg. No. 2,717,548, Registered May 20, 2003.

1.38. "Foreign Patent Rights" mean all patents granted by or patent applications pending before government patent authorities outside of the United States.

1.39. "Intellectual Property" means domestic and foreign letters patent, patents, patent applications, docketed patent disclosures, patent licenses, other patent rights, trademarks, trademark registrations, trademark applications, trademark licenses, other trademark rights, service marks, service mark registrations, service mark applications, service mark licenses, other service mark rights, company names, trade names, trade name licenses, trade dress, brand names, brand marks, logos, slogans, ideas, processes, copyrights, copyright registrations, copyright applications, Know-How, Know-How licenses, computer software owned, computer software licenses, computer data, licenses and sublicenses granted and obtained with respect thereto, and any divisions, extensions, renewals, reissues, continuations, or continuations in part, and rights thereunder, remedies against infringement thereof, and rights to protection of interests therein under the laws of all jurisdictions with respect to any of the foregoing.

1.40. "Know-How" means trade secrets, know-how (including product know-how and use and application know-how), formulas, algorithms, product designs, tool designs, inventions, specifications, quality control procedures, manufacturing, cost and pricing data, engineering and other drawings, technology, technical information, engineering data and design and engineering specifications, research records, market surveys and promotional literature, and supplier lists and similar data, including all depictions, descriptions, drawings and plans thereof.