

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
38th Floor Productions Inc.		03/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VIACOM INTERNATIONAL INC.		
Street Address:	1515 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3028346	THRIVE MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(212)846-1774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-846-6849		
Email:	trademarks@mtvn.com		
Correspondent Name:	Michelena Hallie		
Address Line 1:	c/o Anthony Ortiz 1515 Broadway		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Michelena Hallie		
Signature:	/MH/		
Date:	03/16/2007		

CH \$40.00 3028346

Total Attachments: 2

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**TRADEMARK
 REEL: 003501 FRAME: 0813**

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ASSIGNMENT OF COPYRIGHT

WHEREAS, **38TH FLOOR PRODUCTIONS INC.** (hereinafter "ASSIGNOR"), did, sell, assign and set over absolutely to **VIACOM INTERNATIONAL INC.** (hereinafter "ASSIGNEE"), all rights, title and interest, including all trademark rights, copyright, patent rights and all attendant goodwill, and all trade secrets and know-how in **THRIVE MEDIA** created and/or owned by ASSIGNOR (hereinafter the "WORK") and all derivative works thereof; and

WHEREAS, for the purpose of confirming the transfer and by way of further assurance, the said ASSIGNEE has requested the said ASSIGNOR to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration to be received by ASSIGNOR on or before March 14, 2007, the said ASSIGNOR hereby confirms that it hereby sells, assigns and sets over unto the said ASSIGNEE all of its rights, title and interest in and to the WORK, together with all copyrights subsisting in works derivative thereto, patent rights, trademark rights, trade secrets and know-how, including the right to sue for past infringements;

1. ASSIGNOR acknowledges and agrees that ASSIGNEE is the exclusive owner of all rights, title and interest subsisting in the WORK, including all rights to reproduce and distribute the WORK in any medium and the preparation of derivative works based thereon.
2. ASSIGNOR acknowledges that ASSIGNOR may not reproduce, distribute or use the WORK, or any works substantially similar to the WORK, nor create, reproduce or distribute any derivative work, unless licensed by the ASSIGNEE.
3. ASSIGNOR agrees to execute all documents that ASSIGNEE may from time to time require in order for ASSIGNEE to secure copyright, patent, trademark and similar forms of protection for the WORK throughout the world.

4. ASSIGNOR also agrees to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the WORK. Without limiting the foregoing, in the event that the validity of any right in the WORK is challenged by a third party and ASSIGNOR has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such challenge, ASSIGNOR agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge the ASSIGNEE out-of-pocket expenses properly and reasonably incurred in pursuance of this provision.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 14th day of March 2007.

38TH FLOOR PRODUCTIONS INC.

By: 

Name: Michelena Hallie

Title: Vice President and Assistant Secretary