

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
Booyah Networks, Inc.		03/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SpotXchange LLC		
Street Address:	11030 Circle Point Road		
Internal Address:	Suite 350		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80020		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78926089	SPOTXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(720)566-4099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-566-4000		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley Godward Kronish LLP		
Address Line 1:	380 Interlocken Crescent		
Address Line 2:	Suite 900		
Address Line 4:	Broomfield, COLORADO 80021		
ATTORNEY DOCKET NUMBER:	300414-201		
NAME OF SUBMITTER:	Andrew Hartman		
Signature:	/Andrew Hartman/		

CH \$40.00 78926089

Date:

05/27/2008

Total Attachments: 6

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ASSET CONTRIBUTION AND LICENSE AGREEMENT

ASSET CONTRIBUTION AND LICENSE AGREEMENT ("Agreement") dated as of March 31, 2007, between BOOYAH NETWORKS, INC., a Delaware corporation ("*Booyah*"), and SPOTXCHANGE LLC, a Delaware limited liability company ("*SpotX*").

RECITALS

WHEREAS, Booyah has formed SpotX to transfer to it all of the business and operations of the SpotXchange online video advertisement business of Booyah (the "*Division*"), through (i) an assignment of all of the assets, liabilities and agreements exclusively associated therewith to SpotX (the "*Assets*") [REDACTED] (the "*Contribution*").

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. CONTRIBUTION OF ASSETS AND LICENSE.

1.1 **Contribution of Assets.** On the terms and subject to the conditions and other provisions set forth in this Agreement, on the date hereof, Booyah will contribute to SpotX all of the following (which are referred to in this Agreement as the "*Specified Assets*");

(a) those intellectual property and related assets set forth on EXHIBIT A hereto (the "*Assigned IP*");

(b) all agreements, contracts, understandings and other arrangements to which the Booyah is a party and that are to be performed by the Division or for the benefit of the Division, which contracts, for the avoidance of doubt, are set forth on EXHIBIT B hereto (collectively with the above, the "*Assigned Contracts*");

(c) all customer relationships of the Division, and all associated assets, including, without limitation, customer lists, correspondence, agreements, contracts and other arrangements, purchase orders and books and records, comprising a source of revenue for or otherwise useful to the business of the Division;

(d) all accounts receivable arising out of intellectual property or other rights licensed or services provided in the conduct of the business of the Division pursuant to the Assigned Contracts;

(e) all prepaid expenses associated with the business of the Division;

(f) all books, records, files or papers used in conducting the business of the Division, whether in hard copy or computer format, associated with the Division (or an accurate copy thereof), including, sales and promotional literature, manuals and data, sales and purchase

correspondence, customer lists, vendor lists, catalogues, research material, URLs, know-how, specifications, designs, drawings, processes and quality control data, if any, or any other intangible property and applications for the same; *provided, however*, that Booyah may retain copies of tax and audit related materials;

(g) [REDACTED]

(h) all goodwill associated with the foregoing.

1.2 License.

(a) [REDACTED]

(b) [REDACTED]

1.3 Issuance of the Shares; Assumption of Liabilities. As consideration for the contribution of the Specified Assets to SpotX:

(a) SpotX will issue and deliver to Booyah (without deduction or setoff of any nature) [REDACTED] and

(b) SpotX will assume all obligations and other liabilities of Booyah under or relating to the Specified Assets and the Assumed Contracts (whether known, unknown, accrued, absolute, matured, unmatured, contingent or otherwise, and whether arising before or after the date hereof) and each other obligation or other liability of Booyah relating to the business of the Division, including any of the operations conducted by SpotX on or after the date hereof.

2. MISCELLANEOUS.

2.1 Notices. All notices, requests and other communications hereunder shall be in writing (including telecopy or similar electronic transmissions), shall refer specifically to this Agreement and shall be personally delivered or sent by electronic facsimile transmission or by registered mail or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below (or such other address as may be specified in writing to the other party hereto):

Booyah Networks, Inc.
11030 Circle Point Road
Suite 350
Westminster, CO 80020
Fax: (303) 345-6700

SpotXchange LLC

11030 Circle Point Road
Suite 350
Westminster, CO 80020
Fax: (303) 345-6700

Any notice or communication given in conformity with this Section shall be deemed to be effective when received by the addressee, if delivered by hand, and three days after mailing, if mailed, and upon confirmed delivery, if delivered by facsimile during normal business hours.

2.2 Successors. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns; provided, however, that neither party may assign or otherwise transfer any of its rights and interests, nor delegate any of its respective obligations, hereunder, including, without limitation, pursuant to a merger or consolidation, without the prior written consent of the other party hereto.

2.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, as applied to contracts entered into and performed entirely within Colorado.

2.4 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

2.5 Headings. Headings used herein are for convenience only and shall not in any way affect the construction of, or be taken into consideration in interpreting this Agreement.

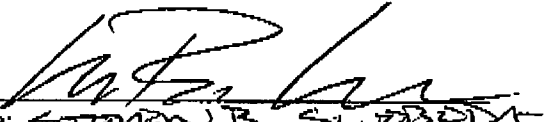
2.6 Entire Agreement; Amendment. This Agreement, [REDACTED] and the related promissory note, constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may not be changed or cancelled except in writing signed by all parties hereto.

2.7 Execution In Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

2.8 Further Assurances. For a period of one year following the date hereof, each party will, to the extent reasonably requested by the other party and at such other party's sole expense, execute and deliver such documents and instruments and take such other actions as such other party may reasonably request in order to consummate and make effective the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed as of the date first written above.

BOOYAH NETWORKS, INC.

By: 
Name: STEVEN B. SWOBODA
Title: COO

SPOTXCHANGE LLC

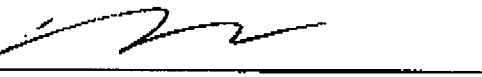
By: 
Name: MICHAEL SHEHAN
Title: CEO

EXHIBIT A

ASSETS

Redacted



Redacted

SpotX UI / Tools. [REDACTED] All right, title and interest in and to the use of the name and logo "SpotXchange" together with all associated goodwill therein.