

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/30/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affinity VideoNet, Inc.		05/30/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Affinity VideoNet, Inc.
Street Address:	110 Cook Street, Suite 212
City:	Denver
State/Country:	COLORADO
Postal Code:	80206
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	74632972	AFFINITY VIDEONET
Registration Number:	1953091	AFFINITY VIDEONET

CORRESPONDENCE DATA

Fax Number: (303)893-1379
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-892-7353
 Email: pantea.garroussi@dgsllaw.com
 Correspondent Name: Pantea Garroussi, Davis Graham & Stubbs
 Address Line 1: 1550 17th Street, Suite 500
 Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	032230-0001
NAME OF SUBMITTER:	Pantea Garroussi

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Signature:	/Pantea Garroussi/
Date:	06/10/2008
Total Attachments: 1 source=affinity#page1.tif	

ASSIGNMENT OF TRADEMARK

In connection with that certain Asset Purchase Agreement dated May 30, 2008, by and among Affinity VideoNet, Inc., a Massachusetts corporation ("Assignor"), Affinity VideoNet, Inc., a Delaware corporation ("Assignee"), and the other parties thereto, Assignor hereby grants, sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to the following:

1. U.S. federally registered trademark Affinity VideoNet with the U.S. Patent and Trademark Office ("USPTO") registration number 1953091, and the intent to use application filed with the USPTO serial number 74/632972 (the "Mark"), and any other registrations and application related to the Mark;
2. the goodwill of the business symbolized by and associated with the Mark; and
3. all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Mark or violations of the licenses of the Mark.

From time to time after the date hereof, Assignor will execute and deliver to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee in order to vest in Assignee all right, title and interest of Assignor in and to the Mark, and otherwise in order to carry out the purpose and intent of this Assignment of Trademark ("Assignment"). Assignor hereby authorizes Assignee to file this Assignment with the USPTO and any other applicable non-US governmental or regulatory authorities.

This Assignment shall be effective for all purposes on the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors, assigns, heirs and personal representatives. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Assignment has been executed on this 30th day of May, 2008.

Assignor:



By: David Carlson

Title: President

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