

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/05/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DVDTRANSFER.COM, LLC		07/14/2008	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	COPY CATS DIGITAL MEDIA, INC.
Street Address:	712 Ontario Avenue West
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2538711	DVD TRANSFER.COM

CORRESPONDENCE DATA

Fax Number: (612)335-1657
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6123351448
 Email: eric.paulsrud@leonard.com
 Correspondent Name: Eric D. Paulsrud
 Address Line 1: 150 South 5th Street
 Address Line 2: Suite 2300
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	60172.00007
NAME OF SUBMITTER:	Eric D. Paulsrud

OP \$40.00 2538711

Signature:	/Eric D. Paulsrud/
Date:	07/14/2008
Total Attachments: 4 source=DVDTRANSFER dot COM - RegNo2538711 - Nunc Pro Tunc Assignment to Copy Cats - 14-JUL-2008#page1.tif source=DVDTRANSFER dot COM - RegNo2538711 - Nunc Pro Tunc Assignment to Copy Cats - 14-JUL-2008#page2.tif source=DVDTRANSFER dot COM - RegNo2538711 - Nunc Pro Tunc Assignment to Copy Cats - 14-JUL-2008#page3.tif source=DVDTRANSFER dot COM - RegNo2538711 - Nunc Pro Tunc Assignment to Copy Cats - 14-JUL-2008#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Trademark Assignment*"), effective as of January 5, 2007 ("*Effective Date*"), and executed as of July 14, 2008, by and between DVDTRANSFER.COM, LLC, a Minnesota limited liability corporation now known as Titleset.com, LLC, with its principal office located at 3001 Polk Street NE, Minneapolis, Minnesota 55318 ("*Assignor*"), and COPY CATS DIGITAL MEDIA, INC., a Minnesota corporation, with its principal office located at 712 Ontario Avenue West, Minneapolis, Minnesota 55403 ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated January 5, 2007 (the "*Purchase Agreement*"), providing for, among other things, the assignment and transfer by Assignor to Assignee of all of Assignor's intellectual property rights (including all trademarks).

WHEREAS, Assignor desires to assign and transfer unto Assignee all of Assignor's rights, title and interest in and to its trademarks, service marks, trade names, domain names, common law marks (cumulatively, the "*Marks*"), including without limitation, all corresponding U.S. and international trademark applications and trademark registrations, which assignment Assignee desires to accept.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers unto Assignee all of Assignor's right, title, and interest in and to the Marks (both U.S. and worldwide), including without limitation, such Marks and all corresponding U.S. and international trademark applications and trademark registrations ("*Applications and Registrations*") listed in Schedule A hereto and all common law rights, together with the business to which the Marks pertain and the goodwill symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks.

2. Recordation. Assignor agrees to cooperate in executing any further documents necessary for the recordation of this assignment in any governmental office or agency and to otherwise give effect to the purpose of this Trademark Assignment. Assignor hereby authorizes the U.S. Patent and Trademark Office and the officials of any other country empowered to issue trademark registrations to record this assignment and to issue or transfer the Marks, including all Applications and Registrations, to Assignee as the owner of all right, title and interest therein, or otherwise as Assignee may direct.

3. Representations and Warranties. Assignor represents and warrants to Assignee that, as of the Effective Date,: (a) each of the Registered Marks (which term is defined in Schedule A) have been in continuous use in interstate commerce in the United States since at least as early as the first use dates identified in any and all registrations and/or applications for such Registered Marks in the U.S. Patent and Trademark Office; (b) each of the Registered Marks are still in use; (c) each of the Registered Marks, and to the Assignor's knowledge, each of the unregistered Marks, are free and clear of all liens, security agreements and claims; (d) each

of the Registered Marks, and to the Assignor's knowledge, each of the unregistered Marks, do not infringe upon or misappropriate the rights of any third party; (e) that each one of the Applications and Registrations for the Marks identified in Schedule A hereto is valid and in full force and effect; and (f) that Assignor has the authority to assign the Marks and to make the assignments hereunder.

4. Successors. All covenants and agreements of Assignor and Assignee under this Trademark Assignment shall apply to and bind Assignor and Assignor, and their respective executors, agents, administrators, representatives, heirs, successors and assigns.

5. Counterparts. This Trademark Assignment may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement.

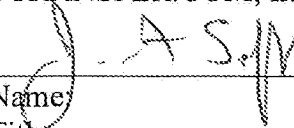
6. Governing Law. This Trademark Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Minnesota, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Trademark Assignment on the Effective Date first written above.

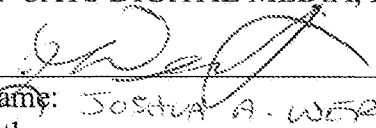
Assignor

DVDTRANSFER.COM, LLC

By: 
Name:
Title:

Assignee

COPY CATS DIGITAL MEDIA, INC.

By: 
Name: JUSTIN A. WEST
Title: PRESIDENT

SCHEDULE A

1. DVDTRANSFER.COM
2. DVD SERVICES
3. DVD TRANSFER
4. All variations and derivatives of the above-listed marks.

The Marks also include the marks found in the following registrations in the U.S. Patent and Trademark Office ("*Registered Marks*"):

Trademark	Registration No./Application Serial No.
DVDTRANSFER.COM	2,538,711