

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
Copy Cats Digital Media, Inc.		07/16/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Advanced Duplication Services, LLC		
Street Address:	2155 Niagara Lane North		
Internal Address:	Suite 120		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55374		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3271171	COPYCATS	
Registration Number:	3267539	CC	
Registration Number:	3267538	COPYCATS	
Registration Number:	2538711	DVD TRANSFER.COM	
CORRESPONDENCE DATA			
Fax Number:	(212)808-7897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-808-7982		
Email:	dnambiar@kelleydrye.com		
Correspondent Name:	Deepak Nambiar		
Address Line 1:	101 Park Avenue		
Address Line 4:	New York, NEW YORK 10178		
ATTORNEY DOCKET NUMBER:	012242-0011		
NAME OF SUBMITTER:	Deepak Nambiar		

OP \$115.00 3271171

Signature:	/deepak nambiar/
Date:	07/17/2008
Total Attachments: 7 source=ADS - Copy Cats Trademark Assignment#page1.tif source=ADS - Copy Cats Trademark Assignment#page2.tif source=ADS - Copy Cats Trademark Assignment#page3.tif source=ADS - Copy Cats Trademark Assignment#page4.tif source=ADS - Copy Cats Trademark Assignment#page5.tif source=ADS - Copy Cats Trademark Assignment#page6.tif source=ADS - Copy Cats Trademark Assignment#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Trademark Assignment*"), effective as of July 16, 2008 ("*Effective Date*"), by and between COPY CATS DIGITAL MEDIA, INC., a Minnesota corporation, with its principal office located at 712 Ontario Avenue West, Minneapolis, Minnesota 55403 ("*Assignor*"), and ADVANCED DUPLICATION SERVICES, LLC, a Delaware limited liability corporation, with its principal office located at 2155 Niagara Lane North, Suite 120, Plymouth, Minnesota 55374 ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 16, 2008 (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

Assignee

COPY CATS DIGITAL MEDIA, INC

ADVANCED DUPLICATION SERVICES, LLC


By: 
Name: Joshua A. Wort
Title: PRESIDENT

By: _____
Name: _____
Title: _____

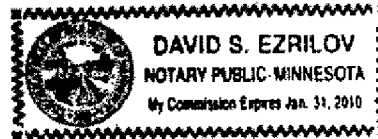
STATE OF Minnesota)
COUNTY OF Hennepin) ss:

On this 15th day of July 2008, _____, before me the undersigned, a Notary Public for the County of Hennepin, personally appeared John West, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity on behalf of his/her respective company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary



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

Assignor

COPY CATS DIGITAL MEDIA, INC

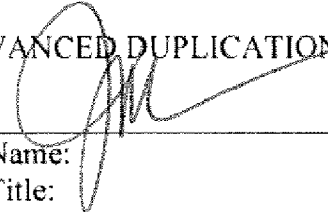
By: _____

Name:

Title:

Assignee

ADVANCED DUPLICATION SERVICES, LLC

By:  _____

Name:

Title:

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On this 16th day of July 2008, _____, before me the undersigned, a Notary Public for the County of NEW YORK, personally appeared JEAN A. LAGOTTE, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity on behalf of his/her respective company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary

DAVID CALDWELL
Notary Public, State of New York
No. 01CAG153217
Qualified in New York County
Commission Expires September 25, 2010

SCHEDULE A

1. COPYCATS
2. CC and Design



3. COPYCATS (stylized)

Copycats

4. COPY CATS MEDIA
5. COPY CATS DIGITAL MEDIA
6. DVDTRANSFER.COM
7. DVD SERVICES
8. DVD TRANSFER
9. 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.
COPYCATS	3,271,171
CC and Design	3,267,539
COPYCATS (Stylized)	3,267,538
DVDTRANSFER.COM	2,538,711