

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smosh Dot Com, Inc.		09/25/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMOSH, LLC		
<b>Street Address:</b>	525 Broadway, Suite 240		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3372369	SMOSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)824-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3102422689		
<b>Email:</b>	kmcDaniel@fulpat.com, DocketLA@fulpat.com		
<b>Correspondent Name:</b>	Katherine L. McDaniel		
<b>Address Line 1:</b>	6060 Center Dr, Tenth Fl		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90045		
<b>ATTORNEY DOCKET NUMBER:</b>	DECA 80729		
<b>NAME OF SUBMITTER:</b>	Katherine L. McDaniel		
<b>Signature:</b>	/klm/		
<b>Date:</b>	10/08/2008		

OP \$40.00 3372369

Total Attachments: 5

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## EXHIBIT E

### SMOSH ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), dated as of September 25, 2008 (the "Effective Date"), is made by and between SMOSH Dot Com, Inc. (the "Assignor"), and SMOSH, LLC, a California limited liability company (the "Assignee").

WHEREAS, as used herein, the "Assets" shall mean any and all intellectual property rights, including without limitation all patents, copyrights, trademarks and service marks (including without limitation U.S. Reg. No. 3,372,369 for SMOSH), logos, business names, trade names, domain names, business plans, trade secrets, know-how, moral rights and other proprietary rights, including without limitation, products, advertising, trade practices, concepts (including the "concept" of the Property), ideas, and information, current and future, including any applications, registrations, renewals and reissues thereof, now existing or in use or existing or used in the past, concerning the "SMOSH Property" (as hereinafter defined), including all applications, registrations, renewals and reissues therefor and thereof, and rights with respect to sequels, prequels, remakes, derivatives products (now or hereafter known or devised); and

WHEREAS, the "Assets" include without limitation those certain U.S. Copyright Applications filed for the following works:

1. Cry Baby
2. Batman's Cool Internet Video
3. Transformers Rap
4. Toy Airplane
5. Three Wishes
6. Three Guys in a Hotel
7. There will be Pokemon
8. The Best Car Ever
9. The Assassins
10. That Damn Yard Sale
11. That Damn Neighbor
12. Stranded
13. Sparky Goes to a Club
14. Santa is Real!
15. Reunited?
16. Replacement Needed
17. Quest for the Scooter
18. New Year's Eve PSA
19. Male Model
20. License Test
21. Left Handed
22. Ian's Birthday
23. The Haunting
24. Hardcore Max
25. Handshake
26. Frankie Rogers is James Bond
27. Food Battle 2007
28. Food Battle 2006
29. How Not to Make a First Impression
30. How Not to Act on a First Date
31. Feet for Hands
32. Easy Step

33. Dolls
34. Cat Soup
35. Boxman's Girlfriend
36. Boxman
37. Boxman's Christmas
38. Beef n' Go
39. Axe Murderer
40. April First
41. Anthony Gets a Haircut; and

WHEREAS, as used herein, the "SMOSH Property" shall mean that certain internet web site located at the URL: [www.smosh.com](http://www.smosh.com) owned and controlled by the Assignor and commonly known as "SMOSH" and any and all related IP (as that term is defined in the Operating Agreement (as defined below)); and

WHEREAS, this Agreement is being entered into by Assignee and Assignor concurrently with and as a condition to that certain Operating Agreement of SMOSH, LLC, dated the date hereof (the "Operating Agreement"), being entered into by the members of Assignee (including Assignor).

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Operating Agreement, Assignor, irrevocably, unconditionally, in perpetuity and for the entire universe, hereby assigns, sells, transfers and conveys to Assignee all right, title and interest in and to the Assets, whether or not such rights are now known, recognized or contemplated, in all media now known or hereafter developed.

2. Assumption. Assignee hereby accepts such assignment, and assumes all liabilities and obligations relating to the Assets arising after the Effective Date.

3. Representations and Warranties of Assignor. Except as otherwise set forth on Schedule 3 to this Agreement, Assignor represents and warrants that:

(a) Assignor is the sole and exclusive owner of, and has the absolute and unrestricted right, power and authority to assign, sell, transfer and convey all rights, titles and interests in and to the Assets to Assignee as set forth herein.

(b) Assignor owns the Assets free and clear of all liens, encumbrances, security interests, and to its knowledge, any other claims, rights or interests of others of any kind.

(c) To the best of Assignor's knowledge, no action is pending or has been threatened against Assignor or its agents, affiliates, representatives, successors or assigns ("Assignor's Affiliates") concerning the Assets or in any way alleging the violation or infringement by Assignor or Assignor's Affiliates of any IP rights of any third party concerning the Assets.

(d) Upon the execution of this assignment, Assignee will receive good and marketable title to the Assets free and clear of all liens, encumbrances, security interests and, to its knowledge, any other claims, rights or interests of others of any kind, without any restrictions in use.

(e) The Assets include all of the assets necessary for the operation of the SMOSH Property as it is currently being operated.

(f) Assignor acknowledges that it desires to assign, sell, transfer and convey all of Assignor's rights, title and interest in and to the Assets to the Assignee in exchange for good and valuable consideration.

4. Indemnity. Assignor shall indemnify and hold Assignee, its subsidiaries, officers, employees, directors, members, agents, representatives, successors, licensees and assigns (collectively, "Assignee Indemnitees") harmless from and against any and all direct damages awarded and out of pocket expenses (including, without limitation, legal fees and expenses) actually incurred by any of the Assignee Indemnitees arising out of or in connection with any (i) material breach of any warranty, covenant, undertaking, representation or agreement made by Assignor in connection with the Assets, or (ii) violation or infringement by Assignor of any IP rights of any third party (excluding patents). At all times, Assignee, in its sole discretion, shall have the right to defend, compromise or settle any claim as to which this indemnity relates, in such manner as Assignee, in its sole discretion, deems warranted and Assignor shall cooperate fully with Assignee in connection therewith.

5. Miscellaneous.

(a) Assignor recognizes the unique value attached to the Assets and agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use of, or interference with, the Assets may cause irreparable damage to Assignee. Assignor therefore agrees that if it should engage in any such unauthorized or improper use, or interference currently or in the future, Assignee shall be entitled to seek both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

(b) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

(c) This Agreement represents the entire understanding between the parties and supersedes all other negotiations, agreements, representations and covenants, oral or written, except any other agreement executed by Assignee and Assignor in connection herewith. This Agreement may not be modified except by a written instrument signed by the party to be charged. The parties intend this Agreement to be the entire integration of all of their agreements of any nature. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties, except as set forth or otherwise referenced herein.

(d) Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

(e) Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portion and unless substantial performance of this Agreement is frustrated by any such invalidity this Agreement shall continue in effect.

(f) The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

(g) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

(h) This Agreement shall be construed in accordance with the laws of the State of California (without giving effect to principles of conflict of laws). The parties agree to submit any dispute relating to this Agreement to the jurisdiction of the federal or state courts located in (a) Sacramento County if an action is brought by Assignee or (b) Los Angeles County, if an action is brought by Assignor. THE PARTIES SHALL NOT RAISE IN CONNECTION THEREWITH, AND HEREBY WAIVE

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

SMOSH DOT COM, INC.,  
a California corporation

By:           *TB, TM*            
Its:           *president*          

ASSIGNEE:

SMOSH, LLC  
a California limited liability company

By:           *TB, TM*            
Its:           *president*

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

SMOSH DOT COM, INC.,  
a California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

SMOSH, LLC  
a California limited liability company

By: Stacy P. Hill  
Its: Vice President