

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
CinemaNow, Inc.		11/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sonic Solutions		
<b>Street Address:</b>	101 Rowland Way, Suite 100		
<b>City:</b>	Novato		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94945		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76353445	CINEMA LATER	
Serial Number:	75778837	CINEMA NOW	
Serial Number:	78182010	PATCHBAY	
Serial Number:	76975131	WATCH MOVIES HERE!	
Serial Number:	76251875	WATCH MOVIES HERE!	
Serial Number:	78589587	WATCH MUSIC HERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	69374.4000.0000.GX83		

OP \$165.00 76353445

NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	05/04/2009
<b>Total Attachments: 10</b> source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page1.tif source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page2.tif source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page3.tif source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page4.tif source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page5.tif source=CinemaNow to Sonic Solutions Assignment of Intellectual Property (2)#page6.tif source=CinemaNow to Sonic Solutions Assignment Schedule#page1.tif source=CinemaNow to Sonic Solutions Assignment Schedule#page2.tif source=CinemaNow to Sonic Solutions Assignment Schedule#page3.tif source=CinemaNow to Sonic Solutions Assignment Schedule#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made and entered into as of November 24, 2008 by and between Sonic Solutions, a California corporation (the "*Purchaser*"), and CinemaNow, Inc., a Delaware corporation (the "*Company*").

WHEREAS, the Purchaser and the Company have entered into an Asset Purchase Agreement dated as of November 14, 2008 (the "*Purchase Agreement*");

WHEREAS, the Company is the owner of the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, as set forth in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, the Purchaser agreed to purchase the Purchased Assets from the Company, including all of the Company's right, title and interest in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions of the Purchase Agreement, the Company does hereby agree as follows:

1. **Assignment.** The Company hereby assigns to the Purchaser all of the Company's right, title and interest in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets.

2. **Further Assurances.** The Company hereby covenants and agrees that, at the Purchaser's reasonable request, the Company will take all actions and execute all documents necessary or desirable to record and perfect the interest of the Purchaser in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets.

3. **Power of Attorney.** Without limiting Section 2 hereof, the Company hereby constitutes and appoints the Purchaser, its successors and assigns, the true and lawful agent and attorney in fact of the Company, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Company but on behalf and for the benefit of the Purchaser and its successors and assigns, from time to time:

(a) to record and perfect the interest of the Purchaser in and to the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets;

(b) to institute and prosecute, in the name of the Company or otherwise, any and all proceedings at law, in equity or otherwise, that the Purchaser or its successors and assigns may deem proper in order to enforce any claim or right of any kind hereby assigned, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by the Purchaser to be required to recover and collect the Company Intellectual Property and all other Intellectual Property included in the Purchased Assets, other than the Excluded Assets, and to use the Company's name in such manner as the Purchaser may reasonably deem necessary for the collection and recovery of same.

The Company hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Company or upon its subsequent dissolution or in any manner or for any reason.

**4. Severability.** If any provision of this Assignment is determined by any Governmental Authority or arbitrator of competent jurisdiction and authority to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision will be stricken from this Assignment and the remainder of this Assignment will be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment. Notwithstanding the foregoing, if the value of this Assignment based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the Governmental Authority or arbitrator of competent jurisdiction and authority will be binding, then this Assignment will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

**5. Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be treated as if they were originals.

**6. Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

**7. Construction.** Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, enlarge, exceed, expand, limit, reduce, diminish or in any way affect the provisions of the Purchase Agreement, nor shall this Assignment expand or enlarge any of the remedies available to the Purchaser under the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment is intended only to effect the transfer of the Company Intellectual Property sold and purchased under the Purchase Agreement and shall be governed in accordance with the terms of the Purchase Agreement. Capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement.

**8. Amendments.** This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Company and the Purchaser.

**9. Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.10 of the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto.

**10. No Third Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

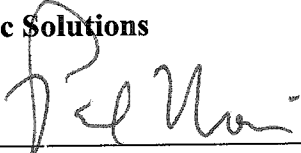
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first shown above.

**Sonic Solutions**

**CinemaNow, Inc.**

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



Paul Norris  
EVP & General Counsel

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

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first shown above.

**Sonic Solutions**

**CinemaNow, Inc.**

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

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

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles



On Nov 14, 2008 before me, Gabriel Clemente Urbina, Notary Public  
Date Here Insert Name and Title of the Officer

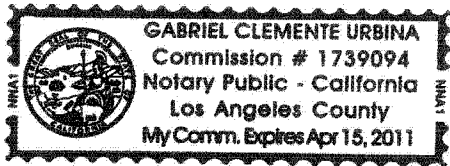
personally appeared Roland Wieshofer  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Intellectual Property

Document Date: Nov 14, 2008 Number of Pages: 4

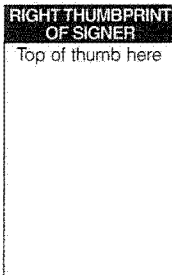
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

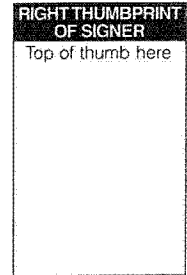
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





Appendix 3

Section 3.14  
(Trademarks)

CINEMANOW, INC. United States Trademark Portfolio (as of October 2008)				
Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Status
CINEMA NOW®	<p>Entertainment in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio visual works to be downloaded by means of a global computer network, excluding audio visual work, other than feature films and documentaries and trailers and excerpts from such films and documentaries, which focus on musical performances, musical artists, musical groups and performers (Int'l Cl. 9)</p> <p>Entertainment in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio visual works to be displayed by means of a global computer network, excluding audio visual work, other than feature films and documentaries and trailers and excerpts from such films and documentaries, which focus on musical performances, musical artists, musical groups and performers (Int'l Cl. 41)</p>	75/778,837 (August 18, 1999)	2,832,243 (April 13, 2004)	• <b>REGISTERED</b> until April 13, 2014

**CINEMANOW, INC.**

**United States Trademark Portfolio (as of October 2008)**

<b>Trademark</b>	<b>Goods/Services (Int'l Cl. No.)</b>	<b>Application No. (Filing Date)</b>	<b>Registration No. (Registration Date)</b>	<b>Status</b>
PATCHBAY®	Licensing of global computer network-based film distribution systems; licensing of entertainment in the form of a website providing audio and audiovisual works, film production equipment, casting notices, stock footage libraries, cinema news and commentary, cinematic-themed contests, cinema clubs and cinema on-line chat rooms (Int'l Cl. 35)  Creation and operation of computer websites for others; consulting services in the field of creation and operation of computer websites; and licensing of intellectual property (Int'l Cl. 42)	76/100,574 (August 1, 2000)	2,598,978 (July 23, 2002)	• <b>REGISTERED</b> until July 23, 2012
PATCHBAY®	Licensing of Internet Protocol (IP) based audio, video, text, image, movie and music content distribution systems (Int'l Cl. 35)	78/182,010 (November 5, 2002)	2,777,994 (October 28, 2003)	• <b>REGISTERED</b> until October 28, 2013
CINEMA LATER®	Entertainment services in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio and audiovisual works to be displayed or downloaded via IP networks (Int'l Cl. 41)	76/353,445 (December 27, 2001)	2,692,603 (March 4, 2003)	• <b>REGISTERED</b> until March 4, 2013
WATCH MOVIES HERE!®	On-demand transmission of pre-recorded audio and video entertainment material over the internet protocol based networks (Int'l Cl. 38)	76/251,875 (May 4, 2001)	3,038,708 (January 10, 2006)	• <b>REGISTERED</b> until January 10, 2016
WATCH MUSIC HERE®	Downloadable music, music videos and other audio and audio visual recordings featuring music (Int'l Cl. 9)	78/589,587 (March 17, 2005)	3,070,812 (March 21, 2006)	• <b>REGISTERED</b> until March 21, 2016

CINEMANOW, INC. United States Trademark Portfolio (as of October 2008)				
Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Status
WATCH MOVIES HERE™	Downloadable audio and audiovisual recordings featuring action, documentary, dramatic, foreign, horror, science fiction and musical works (Int'l Cl. 9) (ITU)  On-line retail store services featuring prerecorded videocassettes and prerecorded DVDs (Int'l Cl. 35) (Use Alleged)	76/975,131 (May 4, 2001)		• <b>Notice of Allowance</b> issued on December 27, 2005
WATCH MUSIC HERE <sup>SM</sup>	Transmission of music, music video and other audio and audio-visual works over Internet based protocol based networks (Int'l Cl. 38) (ITU)	78/589,585 (March 17, 2005)	3,214,631 (March 6, 2007)	• <b>Notice of Allowance</b> issued on March 7, 2006

CINEMANOW, INC. European Community Trademark (CTM) Portfolio (as of October 2008)				
Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Comments
CINEMA NOW®	Entertainment in the nature of providing audio and audiovisual works to be displayed or downloaded by means of a global computer network, excluding audio visual works (other than feature films and documentaries and trailers and excerpts from such films and documentaries) which focus on musical performances, musical artists, musical groups and/or performers (Int'l Cl. 41)	001503861 (February 11, 2000)	001503861 (July 28, 2003)	• <b>REGISTERED</b> until February 11, 2010

**CINEMANOW, INC.**  
**Australia Portfolio (as of October 2008)**

Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Comments
CINEMA NOW®	Entertainment in the nature of providing audio and audiovisual works to be displayed or downloaded by means of a global computer network (Int'l Cl. 41)	823934 (February 16, 2000)	823934 (February 16, 2000)	• <b>REGISTERED</b> until February 16, 2010