

**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>
Scratch Holdings, LLC	FORMERLY Scratch Media Productions, LLC	03/08/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scratch Video Productions, LLC		
<b>Street Address:</b>	434 6th Ave., 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77708367	CIMIO	
<b>Serial Number:</b>	77688802	MUZEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)553-2212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	678-553-2100		
<b>Email:</b>	atltrademark@gtlaw.com		
<b>Correspondent Name:</b>	Kristen L. Fancher, Esq.		
<b>Address Line 1:</b>	3290 Northside Parkway, Suite 400		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30327		
<b>ATTORNEY DOCKET NUMBER:</b>	123750.020000		
<b>NAME OF SUBMITTER:</b>	Kristen L. Fancher		
<b>Signature:</b>	/kristen l fancher/		

**CH \$65.00 77708367**

Date:

03/09/2010

Total Attachments: 3

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## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Scratch Holdings, LLC, f/k/a Scratch Media Productions, LLC ("Assignor"), a New York limited liability company with an address at 434 6th Avenue, 2nd Floor, New York, New York 10011, is the owner of the computer software described in Exhibit A hereof, which is incorporated herein by reference (collectively, the "Software");

WHEREAS, Assignor is the owner of the trademark applications described in Exhibit B hereof, which is incorporated herein by reference (collectively, the "Marks");

WHEREAS, Assignor is the owner of the URLs described in Exhibit C hereof, which is incorporated herein by reference ("Domain Names"; and together with the Software and Marks, the "Intellectual Property");

WHEREAS, Scratch Video Productions, LLC ("Assignee"), a New York limited liability company with an address at 434 6th Avenue, 2nd Floor, New York, New York 10011, the owner of an ongoing and existing business and successor of the business of the Assignor to which the Intellectual Property pertains, is desirous of acquiring any and all rights that Assignor may have in and to the Intellectual Property and the applications and registrations therefor, together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, along with the right to recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, Assignor agrees as follows:

1. Copyright Assignment. Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee the entire worldwide right, title and interest of every kind and nature owned by Assignor throughout the world in and to the tangible and intangible property constituting the Software, including but not limited to:

(a) Title to and possession of the media, devices and documentation that constitute all copies of the Software, its component parts, whether in object code or source code form, and all documentation relating thereto (including, but not limited to, all user manuals, design and development specifications, error reports, maintenance and upgrade reports, enhancement and installation materials, engineering details, schematics, flow charts, designs and related notes and memoranda);

(b) All copyright interests owned or claimed by Assignor pertaining to the Software and any component part thereof, including without limitation, all copies and versions thereof including all copyrights, registrations and renewals;

(c) All right, title and benefit of Assignor in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property (in whatever form) owned or claimed by Assignor pertaining to the Software; and

(d) All of the right, title, interest and benefit of Assignor in, to and under all agreements, contracts and licenses entered into by Assignor as of the date of this Assignment relating to the Software.


This transfer shall be made free and clear of all liabilities, obligations, security interests, and encumbrances.

2. Trademark Assignment. Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee the entire worldwide right, title and interest in and to the Marks, including any and all trademark applications and registrations therefor, and any and all common law rights therein, in the United States and throughout the world, together with that part of the goodwill of the business connected with the use of the Marks and symbolized by the Marks, along with the right to pursue claims and recover damages and profits for past infringements thereof.

3. Domain Name Assignment. Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee the entire worldwide right, title and interest in and to the Domain Names, along with any, if any, trademark, service mark, logo, copyright and/or other intellectual property rights held by Assignor associated with the Domain Names. Immediately following the execution of this Assignment, Assignor shall institute a request with the applicable domain name registrar to have the Domain Names transferred into Assignee's account. Such transfer shall be deemed complete when Assignor receives confirmation that the Domain Names have been placed in Assignee's domain name account and is reflected in the public WHO-IS record.

4. Other Documents. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Intellectual Property in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

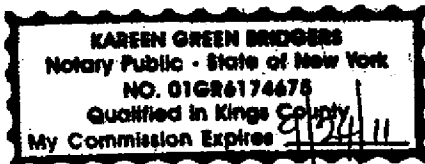
**SCRATCH HOLDINGS, LLC, f/k/a  
SCRATCH MEDIA PRODUCTIONS, LLC**

By:   
Name: Rob Principe  
Title: Managing Member and Chief Executive Officer

Date: 3/8/10

Sworn to and subscribed before me  
This 8 day of March, 2010.

  
Notary Public



**EXHIBIT B**  
**The Marks**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>App. No.</u></b>	<b><u>Reg. No.</u></b>	<b><u>Class</u></b>
CIMIO	United States	77708367		9
MUZEO	United States	77688802		9