

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
Holding Pictures, Inc.		04/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Beacon Communications LLC		
Street Address:	120 Broadway, Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77654342	BRING IT ON	
CORRESPONDENCE DATA			
Fax Number:	(213)687-0498		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2137872523		
Email:	trademarks@cblh.com		
Correspondent Name:	Victor K. Sapphire, Esq.		
Address Line 1:	333 S Grand Avenue, Suite 2300		
Address Line 2:	Connolly Bove Lodge & Hutz LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70293-4		
NAME OF SUBMITTER:	Victor Sapphire, Esq.		
Signature:	/victor sapphire/		
Date:	04/26/2010		

OP \$40.00 77654342

Total Attachments: 2
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TRADEMARK ASSIGNMENT

WHEREAS, HOLDING PICTURES, INC., a Delaware corporation having its principal address at 120 Broadway, Suite 200, Santa Monica, California 90401 ("Assignor") is the owner of the trademark BRING IT ON (the "Mark") and associated U.S. federal trademark Application Ser. No. 77/654,342 (the "Application"), the business associated with the Mark and the goodwill represented by the Mark.

WHEREAS, BEACON COMMUNICATIONS LLC, a Delaware limited liability company having its principal address at 120 Broadway, Suite 200, Santa Monica, California 90401 ("Assignee"), desires to acquire Assignor's right, title and interest in and to the Mark and the Application, the portion of the business to which the Mark pertains and the proportionate goodwill represented thereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Mark and the portion of the Assignor's existing and ongoing business to which the Mark pertains, and the Application and goodwill represented by the Mark, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Mark or the Application. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

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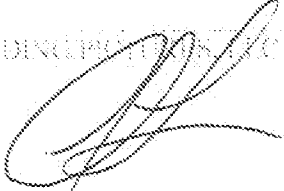
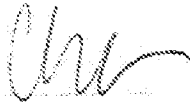
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The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment is effective as of 4/9, 2010.

106) DISCIPLINE: <u>106) DISCIPLINE: 106) DISCIPLINE</u>	BEACON COMMUNICATIONS LLC
By: 	By: 
Name: <u>CHRIS LYTON</u>	Name: <u>CHARLIE LYONS</u>
Title: <u>SVP BUSINESS & LEGAL</u>	Title: <u>MEMBER</u>