

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
B-Side Entertainment, Inc.		03/16/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SLATED, LLC		
Doing Business As:	DBA SLATED IP, LLC		
Street Address:	68 Jay Street		
Internal Address:	Suite 425		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3597135	B-SIDE	
Registration Number:	3497919	THE AUDIENCE IS NEVER WRONG	
Registration Number:	3715778	I AM NEVER WRONG	
CORRESPONDENCE DATA			
Fax Number:	(512)506-8539		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-656-7960		
Email:	brianspross@sprosslaw.com		
Correspondent Name:	Brian Spross		
Address Line 1:	10129 Brimfield Drive		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78726		
ATTORNEY DOCKET NUMBER:	B-SIDE/SLATED		

OP \$90.00 3597135

900163416

**TRADEMARK
 REEL: 004215 FRAME: 0644**

NAME OF SUBMITTER:	Brian Spross
Signature:	/brian spross/
Date:	06/01/2010
<p>Total Attachments: 11 source=Slated APA#page1.tif source=Slated APA#page2.tif source=Slated APA#page3.tif source=Slated APA#page4.tif source=Slated APA#page5.tif source=Slated APA#page6.tif source=Slated APA#page7.tif source=Slated APA#page8.tif source=Slated APA#page9.tif source=Slated APA#page10.tif source=Slated APA#page11.tif</p>	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "*Agreement*") is entered into effective as of 16th March, 2010 (the "*Effective Date*") between B-SIDE ENTERTAINMENT, a Delaware corporation (the "*Seller*") and SLATED IP, LLC, a Delaware limited liability company (the "*Purchaser*") that is a wholly-owned subsidiary of Slated, LLC, a Delaware limited liability company. Certain capitalized terms used in this Agreement are defined in *Section 1* below.

RECITALS

A. The Seller now owns and wishes to sell the software product (the "*Product*") and certain related assets, including Intellectual Property, Intellectual Property Rights and User Documentation as more fully set forth on *Exhibit A* (collectively, the "*Assets*").

B. The Purchaser desires to purchase such Assets from the Seller.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. DEFINITIONS

"*Documentation*" means all or any portion of any materials related to the Product and the Intellectual Property in written or other tangible form (including on magnetic media) and including the following: User Documentation, system summaries, system design, flow charts, functional or technical specifications, logical models, architectures, plans, instructional training course materials, and other supporting or programming materials.

"*Intellectual Property*" will mean all intellectual property owned, licensed or developed by the Seller related to the Product, including any or all of the following (i) works of authorship including, without limitation, computer programs, source code, and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works, (ii) inventions (whether or not patentable), improvements, and technology, (iii) proprietary and confidential information, trade secrets and know how, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) tools, methods and processes, and (viii) any and all instantiations of the foregoing in any form and embodied in any media.

"*Intellectual Property Rights*" means all proprietary or other rights throughout the world provided under (i) patent law, including inventions, whether patentable or not, issued patents, applications therefor pending before any relevant authority worldwide, including, without limitation, any additions, continuations, continuations-in-part, divisions, reissues, reexaminations, renewals or extensions based thereon, (ii) copyright law, (iii) trademark and service mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, (vi) trade secret or trade dress law, and (vii) any other statutory provisions, common

law principle or principle of law under any jurisdiction in the world which provides proprietary or other intellectual property rights.

"User Documentation" means any user guides, manuals, operator guides, installation guides, technical reference manuals, data dictionaries and other similar materials generally made available by Seller to users of the Product and the Intellectual Property to facilitate use of such Product.

2. SALE OF CONTRACTS; RELATED TRANSACTIONS.

2.1 Purchase and Sale. Subject to the terms and conditions contained in this Agreement, the Purchaser agrees to buy and the Seller agree to sell the Assets.

2.2 Purchase Price. Following the closing of the transaction (the **"Closing"**), the Purchaser will pay to the Seller the Purchase Price set forth on **Exhibit B** (the **"Purchase Price"**).

2.3 Assumption of Liabilities. Other than as set forth on **Exhibit B**, the Purchaser will assume no liabilities whatsoever associated with the Assets (the **"Liabilities"**).

2.4 Assumption of Contracts. The Purchaser would assume no contracts of the Seller.

3. CLOSING. At Closing, the Seller will deliver to the Purchaser duly executed copies of the Assignment of Intellectual Property Agreement in the form attached to this Agreement as **Exhibit C**.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to the Purchaser as set forth in this **Section 3**. The representations and warranties set forth in this Section will survive the Closing.

4.1 [REDACTED]

4.2 [REDACTED]

4.3 [REDACTED]

4.4 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER. The Purchaser represents and warrants to the Seller as follows:

5.1 [REDACTED]

5.2 [REDACTED]

[REDACTED]

5.3 [REDACTED]

5.4 [REDACTED]

6. MISCELLANEOUS.

6.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware applicable to contracts between residents of Delaware entered into and to be performed entirely within Delaware.

6.2 **Further Assurances.** Each party will execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, consistent with the terms of this Agreement, which are reasonably requested by any other party and will take any other action, consistent with the terms of this Agreement, that may be reasonably requested by any other party for the purpose of assigning, transferring, granting or conveying the Assets.

6.3 **Waivers; Cumulative Remedies.** Any waiver, consent or the like must be in writing. Any waiver by either party of any breach of this Agreement by the other party will not constitute a waiver of any other or subsequent breach of this Agreement. All remedies, either under this Agreement or by law or otherwise, afforded to the parties hereunder will be cumulative and not alternative.

6.4 **Notices.** All notices and other communications required or permitted hereunder will be in writing and will be effective upon receipt by facsimile with a confirming copy sent by e-mail, first-class mail, postage prepaid, or five (5) days after deposit in the postal system by certified or registered mail, return receipt requested, postage prepaid to the addresses each party may designate for itself by providing notice to the other.

6.5 **Attorneys' Fees.** In any action brought to construe or enforce this Agreement, the prevailing party will receive in addition to any other remedy to which it may be entitled, compensation for all costs incurred in pursuing such action, including, but not limited to, reasonable attorneys' and expert witnesses' fees and costs.

6.6 Expenses. Each party will bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transaction contemplated hereby.

6.7 Severability. In case any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed amended to the extent required to make it valid and enforceable and such amended provision and the remaining provisions of this Agreement will remain in full force and effect.

6.8 Title and Headings. The titles and headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

6.9 Successor and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the parties to this Agreement.


6.10 Rights of Third Parties. Nothing contained in this Agreement, express or implied, will be deemed to confer any rights or remedies upon, nor obligate any of the parties to this Agreement, to any person or entity.

6.11 Entire Agreement; Amendment. This Agreement, the Exhibits to this Agreement and the other documents delivered pursuant to this Agreement constitute the full, exclusive, complete and entire understanding and agreement between the parties with regard to the subject matter of this Agreement and thereof and supersedes and revokes all other previous discussions, understanding and agreements, whether oral or written, between the parties with regard to the subject matter of this Agreement. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the affected party.

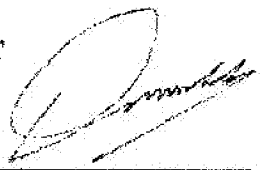
[SIGNATURE PAGE FOLLOWS]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

B-SIDE ENTERTAINMENT

By: 
Name: _____
Title: _____

SLATED IP, LLC

By: 
Name: Duncan Cork
Title: CEO and President

**EXHIBIT A
ASSETS**

INTELLECTUAL PROPERTY

All works including prototypes, versions and releases of primary and derived products associated with the Festival Genius software including the marketing research database with audience response data, the marketing database with email addresses of festival audience members and film fans, software designs, software, test materials, and the associated software support materials (methodology descriptions, algorithms, etc.), including, without limitation any and all products or technology by developed by the Seller related to such product.

US Patent Application Publication - US 2008/0294526 A1

EXHIBIT B
PURCHASE PRICE

[REDACTED]

EXHIBIT C

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") dated as of [Date] (the "*Effective Date*"), by and between B-SIDE ENTERTAINMENT, a Delaware corporation ("*Assignor*"), and SLATED IP, LLC, a Delaware limited liability company ("*Assignee*") that is a wholly-owned subsidiary of Slated, LLC, a Delaware limited liability company.

A. Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date of this Agreement, pursuant to which Assignor has agreed to transfer substantially all of its assets to Assignee (the "*Asset Purchase Agreement*"). Capitalized terms used in this Assignment and not otherwise defined will have the meanings given to them in the Asset Purchase Agreement.

B. As set forth in the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the assets set forth on *Exhibit A* of the Asset Purchase Agreement (the "*Intellectual Property*").

NOW, THEREFORE, in consideration of the covenants recited in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns and conveys to Assignee, all of Assignor's worldwide right, title and interest of whatever nature in and to Assignor's Intellectual Property, including all common-law rights acquired by Assignor's use of the Intellectual Property (collectively, the "*Assigned Rights*") and all of the business goodwill associated with such Intellectual Property. Assignor acknowledges and agrees that the foregoing assignment and conveyance of Assigned Rights will include, without limitation, the assignment and conveyance to Assignee of the sole and exclusive right with respect to the Assigned Rights to secure and maintain copyright, patent and trademark registration and protection of the Assigned Rights in Assignee's name or otherwise, and the sole and exclusive right to sue for any infringement of such Intellectual Property.

2. **Use.** Assignor will not, directly or indirectly, challenge Assignee's ownership of or right to use the Assigned Rights.

3. **Transfer.** Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, promptly take all action deemed reasonably necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Assigned Rights to Assignee described in Section 1 in this Agreement. This may include, without limitation, Assignor's reasonable cooperation with Assignee to file and process all forms, instruments, agreements and other formalities (which may include, without limitation, changing passwords, user names and IP addresses) necessary to complete the transfer of any Assigned Rights to Assignee.

4. **Miscellaneous.** This Assignment: (i) will be governed by the laws of the State of Delaware, without reference to its conflict of law principles; (ii) along with the Asset Purchase Agreement, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter of this Agreement; (iii) will not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth

such amendment or termination; (iv) will not be transferred or assigned by Assignee, in whole or in part, by assignment, change of control, operation of law or otherwise without the prior written consent of Assignor; (v) will be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (vi) if held to be invalid or unenforceable, in whole or in part, such term or provision will be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vii) may be executed in multiple counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. The waiver of any breach of this Assignment will not be construed to be the waiver of any subsequent breach. The non-prevailing party in any action arising out of or related to this Assignment will pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

* * * * *

IN WITNESS WHEREOF, the Parties have duly caused this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** to be executed as of the Effective Date.

ASSIGNEE:

SLATED IP, LLC

By: 

Name: Duncan Cork
Title: CEO and President

ASSIGNOR:

B-SIDE ENTERTAINMENT

By: 

Name:

Title:

3/19/2010

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