

**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>
Avant Partners, Inc.		07/06/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Retro Television, Inc.		
<b>Street Address:</b>	735 Broad Street		
<b>Internal Address:</b>	Suite 1204		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37402		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3487017	R TV	
<b>Registration Number:</b>	3487018	R TELEVISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(865)523-4478		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8655464302		
<b>Email:</b>	mbradford@lng-patent.com		
<b>Correspondent Name:</b>	Michael J. Bradford, Esq.		
<b>Address Line 1:</b>	P.O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	65263.M1		
<b>NAME OF SUBMITTER:</b>	Michael J. Bradford		
<b>Signature:</b>	/mjb/		

CH \$65.00 3487017

Date:

07/06/2010

Total Attachments: 2

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## ASSIGNMENT

Avant Partners, Inc., a corporation of the state of California, having a principal place of business at 6532 Vista Del Mar, Unit A, Playa Del Rey, California 90293, (hereinafter "Assignor" or "Avant") owner of the marks R TV and R TELEVISION (hereinafter collectively referred to as the "Marks") used for and in connection with television broadcast and programming services including provision of non-downloadable on going audio visual film and television programs via video on demand, TV broadcast, cable television, broadband, internet, and mobile device programming (the "Goods and Services"), and the owner of the following United States Registrations for the Marks:

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
R TV	3,487,017	August 19, 2008
R TELEVISION	3,487,018	August 19, 2008

(hereinafter collectively referred to as the "Marks and Registrations"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has assigned and hereby does assign to Retro Television, Inc., a Tennessee Corporation having a principal place of business at 735 Broad Street, Suite 1204, Chattanooga, Tennessee 37402 (hereinafter "Assignee), all of Assignor's right, title and interest in and to the Marks and Registrations, together with all of the goodwill of the business symbolized by the Marks and Registrations, and all rights of action for infringement thereof.

The Marks and Registrations, together with and as part of substantially all of the assets of Ripe Digital Entertainment, Inc., a Delaware corporation ("RDE"), were assigned from RDE to Avant pursuant to that certain Assignment for the Benefit of Creditors entered into on or about June 1, 2009 (the "RDE Assignment"). Avant covenants, to the best of its knowledge and information, pursuant to the RDE Assignment, it was and is the sole and only assignee of substantially all of the assets of RDE, including, but not limited to, all of RDE's title and interest in and to the Marks and Registrations. Avant further covenants, to the best of its knowledge and information, that the Registrations and Marks were and are assigned to Avant by RDE free and clear of any and all claims, liens, interests (including security and other interests or claims of any third parties), and encumbrances of any kind or nature.

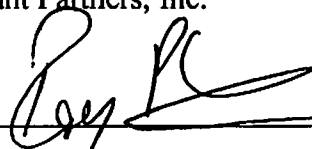
Assignor agrees and covenants to sign any and all further papers and do any and all

further acts reasonably necessary to document and/or effectuate, confirm, or evidence this assignment or any part or aspect thereof and to fully vest in Assignee all right, title, and interest in and to the Marks and Registrations.

Assignor further covenants with Assignee, its successors, assigns and legal representatives that, to the best of Assignor's knowledge and information, Assignor has not entered into and will not enter into any agreement, express or implied, for the further conveyance, transfer, assignment, grant, mortgage, promise, or pledge, affecting or pertaining to the rights, interests, or properties herein conveyed, and that the full, complete, unencumbered, unrestricted, and unlimited right to assign, transfer, convey, or otherwise dispose of the same has been and is now possessed by Assignor.

Avant Partners, Inc.

Date: July 6, 2010

By  \_\_\_\_\_  
Roy P. Kim, President

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