

TO:JOEL BISHOP COMPANY:1072 S. BATESVILLE RD, UNIT B

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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09/27/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbox Automated Retail LLC		09/02/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Rio Acquisition Partners LLC		
Doing Business As:	DBA DVDXpress		
Street Address:	1072 S. Batesville Rd, Unit B		
City:	Greer		
State/Country:	SOUTH CAROLINA		
Postal Code:	29650		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK STATE ←		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2834371	DVDXPRESS	
Registration Number:	2858046	DVD EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(646)253-7769		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3106916048		
Email:	jbishop@dvdexpress.net		
Correspondent Name:	Joel Bishop		
Address Line 1:	1072 S. Batesville Rd, Unit B		
Address Line 4:	Greer, SOUTH CAROLINA 29650		
NAME OF SUBMITTER:	Joel Bishop		
Signature:	/Joel Bishop/		
Date:	09/27/2010		

OP \$65.00 2834371

TO:JOEL BISHOP COMPANY:1072 S. BATESVILLE RD, UNIT B

Total Attachments: 2
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Final

EXHIBIT G

ASSIGNMENT OF TRADEMARKS

WHEREAS, Redbox Automated Retail, LLC, a Delaware limited liability company ("Assignor") has owned and used in its business each of the trademarks listed in Annex A attached hereto and incorporated herein by reference (all of such trademarks, registrations and applications for registration are herein referred to as the "Trademarks");

WHEREAS, Assignor and Rio Acquisition Partners, LLC, a New York limited liability company ("Assignee") entered into an Asset Purchase Agreement (the "Agreement") effective as of 10:00 a.m. on September 2, 2010 (the "Effective Time"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to each of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, effective as of the Effective Time, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks.

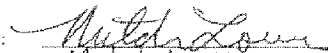
This Assignment of Trademarks shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.

Nothing in this Assignment of Trademarks supersedes, expands, or extinguishes any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Agreement. If any conflict exists between this Assignment of Trademarks and the Agreement, then the terms of the Agreement shall govern and control.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Trademarks as of this 2nd day of September, 2010.

ASSIGNOR:

REDBOX AUTOMATED RETAIL, LLC:

By: 
Name: Mitch Lowe
Title: President

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Annex A
to Assignment of Trademarks
U.S. Trademark Registrations
and Applications Therefor

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DVDXpress	78181407	11/4/02	2834371	4/20/04
DVDExpress	78266319	6/24/03	2858046	6/29/04
DVDXpress Rentals	78181733	11/5/02	2788849	12/2/03