

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
Ruby Sky, Inc.		08/13/2010	COMPANY: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	One Distribution SARL		
Street Address:	76, Avenue de la Liberte		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1930		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3380814	[K] KR3W	
Registration Number:	2818923	K	
Serial Number:	77890482	KR3W	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206.359.8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	SEATTLE, WASHINGTON 98101-3099		
ATTORNEY DOCKET NUMBER:	74382.4000.GX56		
DOMESTIC REPRESENTATIVE			

CH \$90.00 3380814

900173228

**TRADEMARK
 REEL: 004290 FRAME: 0628**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	10/05/2010

Total Attachments: 7

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Exhibit 6.1(h) to Asset Purchase Agreement

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Ruby Sky, Inc., a British Virgin Island company, having a place of business at 71 Hung To Road, Kwun Tong, Kowloon, Hong Kong ("*Assignor*"), has adopted and used in its business and is the sole and exclusive owner of certain trademarks listed in Schedule 6.1(h) of the Asset Purchase Agreement, dated August 13, 2010, by and between Assignor and One Distribution SARL, a Luxembourg limited liability company ("*Assignee*") and incorporated herein by reference, all of which listed trademarks are used at common law, registered or applied for under the registration or application numbers listed in Schedule 6.1(h) and Exhibit 1 attached hereto (all of such trademarks, including common law trademarks, registrations and applications for registration are herein referred to as the "*Trademarks*");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to each of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to the Assignee, its successors and assigns, all of the right, title and interest in and to the Trademarks, including without limitation, the common law rights, applications and registrations, together with the goodwill and the portion of the ongoing business associated with or symbolized by the Trademarks, all rights of action resulting from prior infringement or other unauthorized use of the Trademarks, and all rights as a party in any opposition or similar proceeding.

Assignor agrees (1) not to use or apply to register any domain name, trademark or service mark which is the same as or confusingly similar to the Trademarks anywhere in world; (2) not to challenge Assignee's use, registration and further application of the Trademarks; and (3) to timely execute all necessary documents to give effect to this Trademark Assignment Agreement.

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

[Signature Page Follows]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

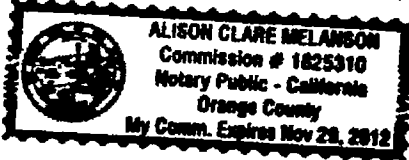
On 8/20/10 before me, ALISON MELANSON
Date Here Insert Name and Title of the Officer

personally appeared SCOTT BAILEY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT AGREEMENT

Document Date: _____ Number of Pages: 1p

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

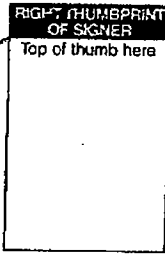
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

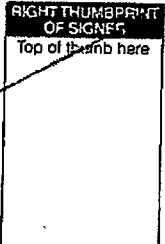
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Acceptance of Assignment

One Distribution SARL, a Luxembourg limited liability company, the Assignee above, does hereby accept the assignment of the trademarks.

Signed this 9 day of August, 2010.

ONE DISTRIBUTION SARL

By: X
Name: Jeffrey Drazan
Title: Class A Manager

STATE OF California)

) ss.

COUNTY OF San Mateo)

On the 9 day of August, 2010, before me personally appeared Jeffrey Drazan the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the Class A of One Distribution the corporation described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said corporation, and that he/she has the authority to act on behalf of, and bind, said corporation.




SUBSCRIBED AND SWORN to before me on the date stated above.

Steph Pereco
NOTARY PUBLIC in and for the State of CA, residing at San Mateo
My Appointment Expires: 8/21/13



Exhibit 1

U.S. Trademark Registrations and Applications

Trademark	Owner	Application Number	Registration Number	Country
	Ruby Sky, Inc.	77/196,827	3,380,814	United States
	Ruby Sky, Inc.	76/438,088	2,818,923	United States
	One-Distribution Company, LLC	77/196,843		United States
KR3W	Ruby Sky, Inc.	77/890,482		United States

International Trademark Applications and Registrations

Trademark	Owner	Application Number	Registration Number	Country
	Ruby Sky, Inc.	2894075		Argentina
	Ruby Sky, Inc.	1336727		Australia
KR3W	Ruby Sky, Inc.	1336726		Australia
[KR3W]	Ruby Sky, Inc.	928526		Australia
KR3W	Ruby Sky, Inc.	928524		Australia
	Ruby Sky, Inc.	928525		Australia
KR3W	Ruby Sky, Inc.	828291187		Brazil
	Ruby Sky, Inc.	1459456		Canada
KR3W	Ruby Sky, Inc.	1459454		Canada
[KR3W]	Ruby Sky, Inc.	1152766		Canada
	Ruby Sky, Inc.	1152762		Canada

Trademark	Owner	Application Number	Registration Number	Country
KR3W	Ruby Sky, Inc.	1152751		Canada
	Ruby Sky, Inc.	3343648	3343648	China
[KR3W]	Ruby Sky, Inc.	3343650	3343650	China
KR3W	Ruby Sky, Inc.	3343649	3343649	China
KR3W	Ruby Sky, Inc.	2006-4868	162956	Costa Rica
	Ruby Sky, Inc.	2895423	2895423	European Union
[KR3W]	Ruby Sky, Inc.	2895449	2895449	European Union
KR3W	Ruby Sky, Inc.	2895399	2895399	European Union
	Ruby Sky, Inc.	301436995	301436995	Hong Kong
KR3W	Ruby Sky, Inc.	301437002	301437002	Hong Kong
	Ruby Sky, Inc.	092905/2002	4699380	Japan
[KR3W]	Ruby Sky, Inc.	2002-092906	4703353	Japan
KR3W	Ruby Sky, Inc.	2002-092907	4703354	Japan
KR3W	Ruby Sky, Inc.	09020671		Malaysia
	Ruby Sky, Inc.	1061172	1147601	Mexico
KR3W	Ruby Sky, Inc.	1061162	1144576	Mexico
	Ruby Sky, Inc.	814874	814874	New Zealand
KR3W	Ruby Sky, Inc.	747231	747231	New Zealand
KR3W	Ruby Sky, Inc.	F/TM/2009/16091		Nigeria
KR3W	Ruby Sky, Inc.	201005705		Norway
KR3W	Ruby Sky, Inc.	04-2009-011391		Philippines
 KR3W	Ruby Sky, Inc.	2006715544	345384	Russia
	Ruby Sky, Inc.	2009726823		Russia
KR3W	Ruby Sky, Inc.	2009/21689		South Africa
KR3W	Ruby Sky, Inc.	40-2006-0018906	706089	South Korea
KR3W	Ruby Sky, Inc.	61980/2009	593.074	Switzerland
	Ruby Sky, Inc.	098057168		Taiwan

Trademark	Owner	Application Number	Registration Number	Country
KR3W	Ruby Sky, Inc.	098057167		Taiwan
KR3W	Ruby Sky, Inc.	628471	KOR252049	Thailand
KR3W	Ruby Sky, Inc.	2009/57379		Turkey
	Ruby Sky, Inc.	2312018	2312018	United Kingdom
[KR3W]	Ruby Sky, Inc.	2312019	2312019	United Kingdom
KR3W	Ruby Sky, Inc.	2311969	2311969	United Kingdom
KR3W	Ruby Sky, Inc.	2006- 008942/20078612		Venezuela