

**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
Real Time Content, Inc.		08/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Randall-Reilly Publishing Company, LLC
Street Address:	3200 Rice Mine Road, N.E.
City:	Tuscaloosa
State/Country:	ALABAMA
Postal Code:	35406
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77103584	REAL TIME CONTENT

**CORRESPONDENCE DATA**

Fax Number: (205)488-6369  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 205-521-8369  
 Email: njohnson@babc.com  
 Correspondent Name: Nathan W. Johnson  
 Address Line 1: 1819 Fifth Avenue North  
 Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Jess R Nix
Signature:	/Jess R Nix/
Date:	10/19/2010

Total Attachments: 6  
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**TRADEMARK  
 REEL: 004299 FRAME: 0287**

OP \$40.00 77103584

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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of August 16, 2010, is by and among **Real Time Content, Inc.**, a Delaware corporation, **Real Time Content Limited**, a private limited company registered in the United Kingdom (each an "Assignor" and together, the "Assignors"), and **Randall-Reilly Publishing Company, LLC**, a Delaware limited liability company (the "Assignee"), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), among the Assignors and the Assignee. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, effective as of the Closing Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby assigns, conveys and transfers to the Assignee and its successors and assigns all of such Assignor's right, title and interest in and to the Proprietary Rights and Software listed in the **Appendix** hereto and to the Marks included in the Purchased Assets, together with the goodwill of the business in connection with which such Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for past infringements therefor.

Each Assignor and the Assignee agree to execute, deliver and file such other documents and take such other actions as may be reasonably necessary to effect the purpose of this Assignment.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement.

This Assignment has been made and entered into under the laws of the State of New York without regard to its conflicts of laws provisions, and those laws shall control the interpretation of this Assignment.

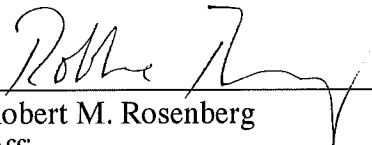
This Assignment may be executed in any number of counterparts (including facsimile counterparts), each of which counterparts may be a single document executed by all parties to this Assignment or may be more than one document so long as the documents in the aggregate contain the signatures of all parties to this Assignment, and each of which counterparts shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument.

*Signature page follows.*

IN WITNESS WHEREOF, the Assignee and each Assignor have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNORS:

REAL TIME CONTENT, INC., a Delaware corporation

By:   
Name: Robert M. Rosenberg  
Title: Officer

REAL TIME CONTENT LIMITED, a private limited company registered in the United Kingdom

By: \_\_\_\_\_  
Name: Chris Winter  
Title: Director

ASSIGNEE:

RANDALL-REILLY PUBLISHING COMPANY, LLC

By: \_\_\_\_\_  
Shane Elmore  
Chief Financial Officer and Treasurer


**IN WITNESS WHEREOF**, the Assignee and each Assignor have executed this Intellectual Property Assignment as of the date first written above.

**ASSIGNORS:**

**REAL TIME CONTENT, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Robert M. Rosenberg  
Title: Officer

**REAL TIME CONTENT LIMITED**, a private limited company registered in the United Kingdom

By:  \_\_\_\_\_  
Name: Chris Winter  
Title: Director

**ASSIGNEE:**

**RANDALL-REILLY PUBLISHING COMPANY, LLC**

By: \_\_\_\_\_  
Shane Elmore  
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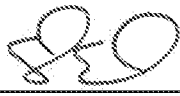
By: \_\_\_\_\_  
Name: Robert M. Rosenberg  
Title: Officer

**REAL TIME CONTENT LIMITED**, a private limited company registered in the United Kingdom

By: \_\_\_\_\_  
Name: Chris Winter  
Title: Director

**ASSIGNEE:**

**RANDALL-REILLY PUBLISHING COMPANY, LLC**

By:  \_\_\_\_\_  
Shane Elmore  
Chief Financial Officer and Treasurer

Appendix

Purchased Proprietary Rights and Software

1. the Developed Software as set forth on **Schedule 1.3(a)** of the Purchase Agreement;
2. the Developed Software contained in the fixed assets set forth on **Schedule 1.3(f)** of the Purchase Agreement;
3. the Purchased IP as set forth on **Schedule 1.3(b)** of the Purchase Agreement; and
4. the Domain Names as set forth on **Schedule 1.3(c)** of the Purchase Agreement.

**Schedule 1.3(b)  
Purchased IP**

**3. Copyrights**

<b>Title / description</b>	<b>Authors</b>	<b>Date</b>
Web-site: www.realttimecontent.com	Ian Cameron	Sept 6, 2006
Web-site: www.realttimecontent.com	Luke Mackay-Morris	Jan 24, 2007

**4. Patents and Patent Applications**

<b>IPD Case Number</b>	<b>Application Date</b>	<b>Country</b>	<b>Application Number</b>	<b>Publication Number</b>	<b>Grant Number</b>	<b>Title</b>
A31659	20/03/2008	GB	EP08251012.4	EP2104103 A1	none	Efficient Audio-Video Concatenator 2
A31646	20/03/2008	GB	EP08251026.4	EP2104105 A1	none	Efficient Audio-Video Concatenator 1
A31646	18/03/2009	WO	PCT/GB2009/000727	WO 2009/115801	none	Digital Audio and Video Clip Encoding

**5. Marks**

<b>Trade / service mark</b>	<b>Country</b>	<b>Registration number</b>	<b>Registration date</b>	<b>Application date</b>
Real Time Content (Circles device)	UK	2446092	8 <sup>th</sup> Feb 2007	8 <sup>th</sup> Feb 2007
Real Time Content (Circles device)	US	Pending 77/103584	-	9 <sup>th</sup> Feb 2007