

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
PUREVIDEO NETWORKS, INC.		10/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GRIND MEDIA, LLC
Street Address:	831 South Douglas Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3262849	GRINDTV
Registration Number:	2523652	SKATEBOARD.COM
Registration Number:	3633741	SURFSPOT
Registration Number:	3479943	NEWSCHOOLERS
Registration Number:	3574811	SPORTNET
Registration Number:	3528894	SWELLWATCH
Registration Number:	3550280	WETSAND

CORRESPONDENCE DATA

Fax Number: (310)531-9376
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 531-9900
 Email: trademark@sorc.com, scott.spooner@sorc.com,
 elizabeth.valenciano@sorc.com
 Correspondent Name: Scott J. Spooner
 Address Line 1: 831 South Douglas Street

OP \$190.00 3262849

Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER:

Scott J. Spooner

Signature:

/Scott J. Spooner/

Date:

10/21/2010

Total Attachments: 7

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CONTRIBUTION AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT (this "*Agreement*") is made as of October 1, 2010, between PUREVIDEO NETWORKS, INC., a Delaware corporation ("*Parent*") and GRIND MEDIA, LLC, a Delaware limited liability company ("*NEWCO*"). Each of Parent and NEWCO are referred to herein as a "*Party*" and collectively as the "*Parties*").

WHEREAS, Parent is directly engaged in the operation of the Business;

WHEREAS, pursuant to this Agreement, the Parties desire that Parent contribute to NEWCO all of Parent's right, title and interest in, to and under the Contributed Assets (other than the Excluded Assets) and (ii) Parent assign or cause to be assigned to NEWCO, and NEWCO assume from Parent, the Assumed Liabilities (other than the Retained Liabilities), in each case, upon the terms and conditions set forth in this Agreement (the "*Contribution*"); and

WHEREAS, it is appropriate and desirable to set forth the transactions required to effect the Contribution and certain other agreements that will govern certain matters relating to the Contribution and the relationship of Parent and NEWCO following the Contribution.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the Person specified.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Asset Conveyance Documents" has the meaning set forth in Section 2.4.

"Assumed Liabilities" has the meaning set forth in Section 2.3(a).

"Business" means digital enthusiast media publishing.

"Business Day" means any day, other than Saturday, Sunday, or any other date which banks located in New York, New York are closed for business as a result of federal, state or local holiday.

"Closing" has the meaning given such term in the Purchase Agreement.

"Company Software" means (a) any and all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code and (b) any and all available documentation, including user manuals and other training documentation, related to any of the foregoing.

"Computer Hardware" means any computer hardware, equipment and peripherals of any kind and of any platform, including desktop and laptop personal computers, handheld computerized devices, servers, mid-range and mainframe computers, process control and distributed control systems, but specifically excluding any Computer Software that may be located on such Computer Hardware.

"Consents" means any consents, waivers or approvals from, or notification requirements to, any third parties.

"Contributed Assets" has the meaning set forth in Section 2.2(a).

"Contribution" has the meaning set forth in Section 2 of this Agreement.

"Contribution Time" has the meaning set forth in Section 2.1(a).

"Delayed Contributed Assets" means any Contributed Assets that this Agreement provides or contemplates are to be transferred to NEWCO and that require the removal of a Legal Impediment or the receipt or delivery of a Consent or Governmental Approval for such transfer, which Legal Impediment is not removed or Consent or Governmental Approval is not obtained or delivered at or prior to the Contribution Time.

"Employee Benefit Plan" shall have the meaning set forth in Section 3(3) of ERISA.

"Excluded Assets" has the meaning set forth in Section 2.2(b).

"Governmental Approvals" means any notices, reports or other filings to be made, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Entity.

"Governmental Entity" means any government, governmental agency, department, bureau, office, commission, authority or instrumentality, or court of competent jurisdiction, whether foreign, federal, state or local.

"Income Taxes" means all federal, state, local, and foreign income Taxes or other Taxes based on or measured by income, net worth or receipts including, without limitation, any franchise Taxes measured by or based upon income or receipts.

"Intellectual Property" has the meaning set forth in Section 2.2(a)(vi).

"Law" means any statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any Governmental Entity.

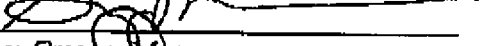
IN WITNESS WHEREOF, the Parties have caused this Contribution Agreement to be executed by their duly authorized representatives.

PARENT:

NEWCO:

PUREVIDEO NETWORKS, INC.

GRIND MEDIA, LLC

By: 
Name: Gregory Morrow
Title: President

By: _____
Name: Erik Hawkins
Title: President

SIGNATURE PAGE TO THE CONTRIBUTION AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Contribution Agreement to be executed by their duly authorized representatives.


PARENT:

PUREVIDEO NETWORKS, INC.

By: _____
Name: Gregory Morrow
Title: President

NEWCO:

GRIND MEDIA, LLC

By: 
Name: Erik Hawkins
Title: President

SIGNATURE PAGE TO THE CONTRIBUTION AND ASSUMPTION AGREEMENT

TRADEMARK
REEL: 004301 FRAME: 0701

<u>MARK</u>	<u>REGISTRANT</u>	<u>USPTO SERIAL NO.</u>
Stupidvideos	Purevideo Networks	78218643
GrindTV	Purevideo Networks	78716977
SKATEBOARD.COM (supplemental)	Skateboard.com, LLC	76040708
SKATEBOARD.COM (principal)	WMG Productions, LLC	77587300
SURFSPOT	WMG Productions, LLC	77353875
NEWSCHOOLERS	WMG Productions, LLC	77354095
SPORTNET	WMG Productions, LLC	77354816
WAVEALERT	WMG Productions, LLC	77365567
SWELLWATCH	WMG Productions, LLC	77365556
SEASTAT	WMG Productions, LLC	78905424
WETSAND	WMG Productions, LLC	78905422

<u>REGISTRATION NO.</u>	<u>REGISTRA TION DATE</u>
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2523652	12/25/2001
N/A	N/A
N/A	N/A
3479943	8/5/2008
3574811	2/17/2009
N/A	N/A
3528894	11/4/2008
N/A	N/A
3550280	12/23/2008

STATUS

Open - To be Provided

Registered on supplemental registry and assigned to WMG Productions

Filed request to move the supplemental registration of SKATEBOARD.COM to the principal registry

Will be published for opposition on 3/24/2009

Registered

Registered

Abandoned because of lack of use

Registered

Abandoned because of lack of use

Registered