

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
Apollo 11, LLC		10/01/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Purevideo Networks, Inc.		
Street Address:	841 Apollo Street, Suite 310		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2984918	STUPIDVIDEOS	
CORRESPONDENCE DATA			
Fax Number:	(310)531-9376		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3105315988		
Email:	trademark@sorc.com, scott.spooner@sorc.com, elizabeth.valenciano@sorc.com		
Correspondent Name:	Scott J. Spooner		
Address Line 1:	831 South Douglas Street		
Address Line 4:	El Segundo, CALIFORNIA 90245		
NAME OF SUBMITTER:	Scott J. Spooner		
Signature:	/Scott J. Spooner/		
Date:	10/25/2010		

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 REEL: 004303 FRAME: 0354

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**") is made and entered into as of October 1, 2010 ("**Effective Date**"), by and between Apollo 11, LLC ("**Assignor**") and Pure Vidco Networks, Inc. ("**Assignee**"). Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor is the owner of the United States service mark registration identified as Registration Number 2984918 for the mark STUPIDVIDEOS in Class 38 (the "**Mark**");

WHEREAS, Assignor is the wholly-owned subsidiary of Assignee;

WHEREAS, Assignee is a party to that certain Contribution and Assumption Agreement dated as of October 1, 2010 (the "**Agreement**"), pursuant to which Assignee contributed or agreed to contribute to Grind Media, LLC all of Assignee's right, title and interest in, to and under the Contributed Assets, which included the Mark; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entity or agency in any applicable foreign country to record Assignee as the assignee and owner of the Mark. Assignor shall, at Assignee's expense, take all further lawful actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's reasonable request to more fully and effectively effectuate the purposes of this Assignment.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

APOLLO 11, LLC

By: 

Name: Greg Muccum

Title: President

PURE VIDEO NETWORKS, INC.

By: 

Name: ERIK L. Hawkins

Title: CEO