

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/07/2010

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANCHOR BAY TECHNOLOGIES, INC.		03/14/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ABT-AC, INC.
Street Address:	300 Orchard City Drive
Internal Address:	Suite 131
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2348649	DVDO
Registration Number:	2859167	ISCAN
Registration Number:	2791621	ISCAN
Registration Number:	3360536	ABT
Registration Number:	3521565	ANCHOR BAY
Registration Number:	3513378	VRS
Registration Number:	3598957	PREP

**CORRESPONDENCE DATA**

Fax Number: (310)820-5988  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-207-3800

CH \$190.00 2348649

Email: tm\_filings@bstz.com  
Correspondent Name: Lori N. Boatright  
Address Line 1: 12400 Wilshire Boulevard, 7th Fl  
Address Line 2: Blakely Sokoloff Taylor & Zafman LLP  
Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	008562.G035
NAME OF SUBMITTER:	Lori N. Boatright
Signature:	/Lori N. Boatright/
Date:	03/14/2011

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT NUNC PRO TUNC

The parties below agree and acknowledge that the transfer of trademark rights, described more fully below, occurred on the 7<sup>th</sup> day of December, 2010, and wishes to have the title properly reflected in the United State Patent & Trademark Office and elsewhere as follows:

ANCHOR BAY TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of Delaware, located and doing business at 300 Orchard City Drive, Suite 131, Campbell, California 95008, U.S.A. (hereinafter referred to as the "Assignor") of the first part, and

ABT-AC, INC., a corporation duly organized and existing under the laws of California, located and doing business at 300 Orchard City Drive, Suite 131, Campbell, California 95008, U.S.A. (hereinafter referred to as the "Assignee") of the other part.

WHEREAS the Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the United States trademarks for which applications have been filed and certain registrations have issued, as set forth in the accompanying Exhibit A attached hereto and incorporated herein, and Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the certain unregistered common law trademarks also as set forth in Exhibit A attached hereto and incorporated by reference;

WHEREAS the Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the foreign trademarks for which applications have been filed and certain registrations have issued, as set forth in the accompanying Exhibit B attached hereto and incorporated herein;

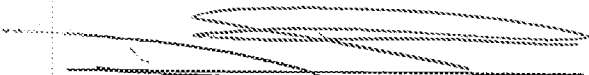
WHEREAS the Assignor agreed as part of a legal transaction occurring on December 7, 2010 to assign, and did assign, unto the Assignee all right, title and interest in and to the said trademarks set forth in Exhibit A and Exhibit B, together with the goodwill of the business symbolized by the trademarks, and the registrations therefor, along with all rights associated with the unregistered common law marks; further, Assignor agrees to undertake all measures necessary to effectuate the purpose of this Assignment including executing additional documents required by governmental authorities;

NOW THEREFORE, for good and valuable consideration paid by Assignee to the Assignor, and as outlined in other agreements between the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, nunc pro tunc, to Assignee as of December 7, 2010 the trademarks set forth on Exhibit A and Exhibit B, together with the goodwill of the business symbolized by the trademarks, the trademark applications and trademark registrations therefor, and the right to sue for past infringements. Assignor acknowledges and agrees that Assignee be entered on the

records of the relevant trademark offices as the subsequent owner of the said trademark applications and trademark registrations. If necessary, Assignor agrees to undertake all measures necessary to effectuate the purpose of this Assignment Agreement including executing additional documents required by governmental authorities, including but limited to, Trademark Offices in various countries.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be executed effective as of the day and year first above written.

Assignor  
ANCHOR BAY TECHNOLOGIES, INC.

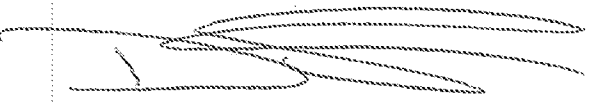


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Name: Douglas Fealtman  
Title: Chief Executive Officer  
Date: 3/11/11

NOTARIAL:

Assignee  
ABT-AC, INC.



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Name: Douglas Fealtman  
Title: Chief Executive Officer  
Date: 3/11/11

NOTARIAL:

## Exhibit A

### U.S. Trademark Registrations

Mark	U.S. Registration No.
DVDO and Design	2,348,649
ISCAN and Design	2,859,167
ISCAN	2,791,621
ABT (Stylized)	3,360,536
ANCHOR BAY	3,521,565
VRS	3,513,378
PREP	3,598,957

### Common Law Marks

POWERED BY ABT
POWER YOUR PLASMA
PLASMA TUNED
PRECISION VIDEO SCALING
PRECISION AV LIPSYNC
AUTO CUE-C
AUTOVFR
AUTOSOURCE
RIGHTRATE