

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
Red 7 Media LLC		02/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VSS-Red 7 Holdings LLC		
Street Address:	55 East 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10055		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77821821	EVALU8PRO	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	76127-013		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

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TRADEMARK
 REEL: 004521 FRAME: 0944

Date:

04/14/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT is made as of the as of the 18th day of February, 2011 by and between Red 7 Media LLC, a Delaware limited liability company with an address of 10 Norden Place, Norwalk, Connecticut ("Assignor") on the one hand, and VSS-Red 7 Holdings LLC, a Delaware limited liability company with an address of 55 East 52nd Street, New York, New York ("Assignee") on the other hand. Each of Assignor and Assignee is a Party, and together they are the Parties.

WHEREAS, the Assignor was the owner of the trademarks and service marks, including the applications and registrations therefore, identified on the attached Schedule A (the "Trademarks").

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in, to and under the Trademarks and and Assignee accepted said Assignment.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, Assignor hereby assigns to the Assignee full right, title and interest in, to and under the Trademarks, including all accompanying registrations, applications, and registrations upon grant, together with the goodwill of the business concerned in the goods and services in respect of which the Trademarks are filed, registered, or used, as well as all rights and goodwill that have accrued to the Assignor as a result of its use of the Trademarks, all as part of the sale by Assignor to Assignee of the business to which the Trademarks pertain. The Assignor further grants to the Assignee the right to sue and recover damages (and obtain all other relief) for any infringements of the Trademarks that have occurred prior to the date of this Assignment, for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

RED 7 MEDIA LLC

VSS-RED 7 HOLDINGS LLC

By: _____
Kerry Smith
Manager

By: 
Edwin O. Pinedo
Executive Vice President

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WHEREAS, the Assignor was the owner of the trademarks and service marks, including the applications and registrations therefore, identified on the attached Schedule A (the "Trademarks").

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in, to and under the Trademarks and and Assignee accepted said Assignment.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, Assignor hereby assigns to the Assignee full right, title and interest in, to and under the Trademarks, including all accompanying registrations, applications, and registrations upon grant, together with the goodwill of the business concerned in the goods and services in respect of which the Trademarks are filed, registered, or used, as well as all rights and goodwill that have accrued to the Assignor as a result of its use of the Trademarks, all as part of the sale by Assignor to Assignee of the business to which the Trademarks pertain. The Assignor further grants to the Assignee the right to sue and recover damages (and obtain all other relief) for any infringements of the Trademarks that have occurred prior to the date of this Assignment, for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, free and clear of all liens, claims, security interests, and other encumbrances.

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RED 7 MEDIA LLC

VSS-RED 7 HOLDINGS LLC

By: _____


Kerry Smith
Manager

By: _____

Edwin O. Pinedo
Executive Vice President

Schedule A - TRADEMARKS

Mark	Reg. No. / SN
EVALUBPRO	SN 77/821,821