

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 Inc.		02/18/2011	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	VSS-Red 7 Holdings LLC		
Street Address:	10 Norden Place		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06855		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3426544	EVENT MARKETER	
Registration Number:	3164236	TECH EVENTS	
Registration Number:	3532733	EVENT ANALYTICS	
Registration Number:	3086911	EVENT DESIGN	
Serial Number:	85165996	EVENT DESIGN	
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		

CH \$140.00 3426544

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	04/14/2011
Total Attachments: 3 source=Red 7 Media Inc. (CT) to VSS Red 7 Holdings#page1.tif source=Red 7 Media Inc. (CT) to VSS Red 7 Holdings#page2.tif source=Red 7 Media Inc. (CT) to VSS Red 7 Holdings#page3.tif	

ASSIGNMENT

This ASSIGNMENT is made as of the 18th day of February 2011 by and between Red 7 Media Inc., a Connecticut corporation ("Assignor"), on the one hand, and VSS-Red 7 Holdings LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding applications or registrations therefor (collectively the "Trademarks") listed on the attached Schedule A;

WHEREAS, Assignee is acquiring the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

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 INC.

VSS-RED 7 HOLDINGS LLC

By: *Kerry Smith*
Printed name: Kerry Smith
Title: President

By: _____
Printed name: _____
Title: _____

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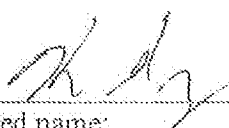
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RED 7 MEDIA INC.

VSS-RED 7 HOLDINGS LLC

By: _____
Printed name: _____
Title: _____

By:  _____
Printed name: _____
Title: _____

TRADEMARKS

RED 7 MEDIA, INC.

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>DUE DATE</u>
EVENT MARKETER	3,426,544	05/13/2008	05/13/2014
TECH EVENTS	3,164,236	10/24/2006	10/24/2012
EVENT ANALYTICS	3,532,733	11/11/2008	11/11/2014
EVENT DESIGN	3,086,911	04/25/2006	04/25/2012

	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>DUE DATE</u>
EVENT DESIGN	85/165,996	11/01/2010	PENDING