

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
Mind Over Eye, Inc.		05/16/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Source Interlink 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3322768	MIND OVER EYE DESIGN · POST · AUDIO	
CORRESPONDENCE DATA			
Fax Number:	(310)531-9376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105319900		
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:	05/18/2011		
Total Attachments: 3 source=MIND OVER EYE to SORC#page1.tif source=MIND OVER EYE to SORC#page2.tif source=MIND OVER EYE to SORC#page3.tif			

OP \$40.00 3322768

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment"), dated as of May 16, 2011, by and between, MIND OVER EYE, INC., a California corporation (the "Assignor") and SOURCE INTERLINK MEDIA, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark and trademark registration with the United States Patent and Trademark Office listed on Exhibit A hereto (the "Mark");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") which contemplates the execution of this Assignment.


NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Mark; the goodwill associated with the Mark; the registration for the Mark; all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Mark.

3. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

ACKNOWLEDGED AND AGREED:	
ASSIGNOR:	ASSIGNEE:
MIND OVER EYE, INC.	SOURCE INTERLINK MEDIA, LLC
By: _____	By: 
Name: Jackson Wisnet	Name: Christopher Argentieri
Title: President	Title: President

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment"), dated as of May 16, 2011, by and between, MIND OVER EYE, INC., a California corporation (the "Assignor") and SOURCE INTERLINK MEDIA, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark and trademark registration with the United States Patent and Trademark Office listed on Exhibit A hereto (the "Mark");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") which contemplates the execution of this Assignment.

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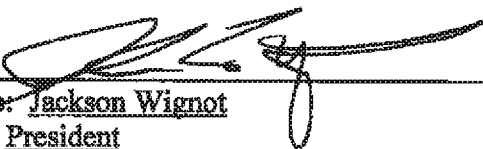
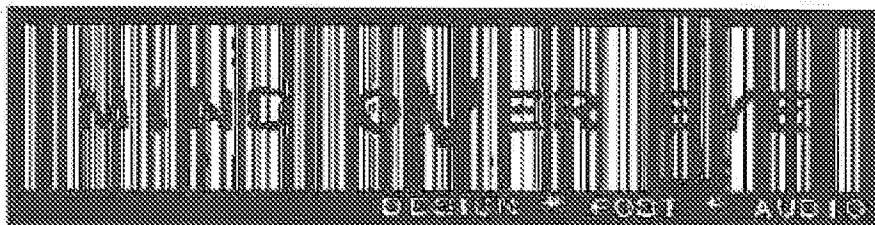
ACKNOWLEDGED AND AGREED:	
ASSIGNOR:	ASSIGNEE:
MIND OVER EYE, INC.	SOURCE INTERLINK MEDIA, LLC
By: 	By: _____
Name: <u>Jackson Wignot</u>	Name: <u>Christopher Argentieri</u>
Title: <u>President</u>	Title: <u>President</u>

Exhibit A



Trademark: **MIND OVER EYE DESIGN • POST • AUDIO and design**
Reg. No.: 3322768
Class(es): 035: Post-production editing services for video and audio commercials. FIRST
USE: 2-1- 2005. IN COMMERCE: 2-1-2005
041: Post-production editing services in the field of films and music videos.
FIRST USE: 2-1-2005. IN COMMERCE: 2-1-2005.
Owner: Mind Over Eye, Inc. CORPORATION CALIFORNIA Suite 117 1639 11th
Street Santa Monica CALIFORNIA
Status: Registered – 10-30-2007