

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
Slated IP, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Independent Film Development Group, LLC		
Street Address:	31 East 32nd Street		
Internal Address:	Suite 101		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3597135	B-SIDE	
Registration Number:	3497919	THE AUDIENCE IS NEVER WRONG	
Registration Number:	3715778	I AM NEVER WRONG	
CORRESPONDENCE DATA			
Fax Number:	(860)251-5312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	Shipman & Goodwin LLP		
Address Line 2:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
ATTORNEY DOCKET NUMBER:	49636-06		

OP \$90.00 3597135

NAME OF SUBMITTER:	Barb Villandry, Paralegal
Signature:	/Barb Villandry/
Date:	08/10/2011
Total Attachments: 7 source=Slated Assignment to Independent Film Development#page1.tif source=Slated Assignment to Independent Film Development#page2.tif source=Slated Assignment to Independent Film Development#page3.tif source=Slated Assignment to Independent Film Development#page4.tif source=Slated Assignment to Independent Film Development#page5.tif source=Slated Assignment to Independent Film Development#page6.tif source=Slated Assignment to Independent Film Development#page7.tif	

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is dated and entered into as of August 1, 2011 (the "*Effective Date*"), by and between **SLATED IP, LLC**, a Delaware limited liability company ("*Assignor*"), and **THE INDEPENDENT FILM DEVELOPMENT GROUP, LLC**, a Delaware limited liability company ("*Assignee*").

WHEREAS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the Effective Date of this Assignment, pursuant to which Assignor has agreed to transfer certain of its assets to Assignee (the "*Asset Purchase Agreement*"). Capitalized terms used in this Assignment and not otherwise defined herein will have the same meanings as those given to them in the Asset Purchase Agreement.

B. As set forth in the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all of its and its parent's, Slated, Inc.'s, right, title and interest in and to all of the assets set forth and described in the Asset Purchase Agreement, including on *Exhibit A* of the Asset Purchase Agreement, effective as of the Effective Date of this Assignment (the "*Intellectual Property*").

NOW, THEREFORE, in consideration of the terms, covenants and conditions recited in this Assignment, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns and conveys to Assignee, effective immediately, all of Assignor's and Assignor's parent's worldwide right, title and interest of whatever kind or, in, to and/or in respect of all of the Intellectual Property, including, without limitation, all of Assignor's and Assignor's parent's common-law rights in, to and/or in respect of the Intellectual Property and all of the business goodwill associated with such Intellectual Property (collectively, the "*Assigned Rights*"). Assignor acknowledges and agrees that the foregoing assignment and conveyance of Assigned Rights includes, without limitation, the assignment and conveyance to Assignee of the sole and exclusive rights in, to and/or in respect of the Assigned Rights, also including, without limitation, all of the rights necessary and/or beneficial to secure and maintain all copyright, patent and trademark registration and protection of the Assigned Rights in Assignee's name or otherwise, and the sole and exclusive right at Assignee's option, to sue for any infringement or misappropriation

of such Intellectual Property. For the avoidance of doubt, this Assignment is intended to assign and convey, and hereby does so assign and convey, effective immediately, to Assignee, all of the rights required and/or contemplated by the Asset Purchase Agreement to be assigned and conveyed by Assignor and/or Assignor's parent, Slated, Inc.

2. **Use.** Assignor will not, directly or indirectly, challenge or dispute in any manner or to any extent Assignee's ownership of and/or right to use the Assigned Rights.

3. **Transfer.** Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, promptly take all action deemed necessary, in the reasonably opinion of Assignee, to effectively facilitate and further memorialize and perfect the assignment and conveyance of all of the Assigned Rights from Assignor and/or Assignor's parent to Assignee. This may include, without limitation, Assignor's and/or Assignor's parent's cooperation with Assignee to file and process all forms, instruments, agreements and other formalities which may include, without limitation, changing passwords, user names and IP addresses, necessary or beneficial to complete the assignment, conveyance and/or transfer of any or all Assigned Rights to Assignee.

4. **Miscellaneous.** This Assignment: (i) will be governed by the laws of the State of New York, without reference to its conflict of law principles; (ii) along with the Asset Purchase Agreement, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter of this Agreement; (iii) will not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination, provided, however, this shall not be deemed to prevent or preclude Assignor's or Assignor's parent's obligations to Assignee pursuant to Section 3 above; (iv) will be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (v) if held to be invalid or unenforceable, in whole or in part, such term or provision will be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vi) may be executed in multiple counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. The waiver of any breach of this Assignment will not be construed to be the waiver of any subsequent breach. This Assignment may be recorded by Assignee and only by Assignee. The non-prevailing party in any action arising out of or related to this Assignment will pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

* * * * *

IN WITNESS WHEREOF, the parties have duly caused this Intellectual Property Assignment Agreement to be executed as of the Effective Date.

ASSIGNEE:

THE INDEPENDENT FILM DEVELOPMENT GROUP, LLC

By: _____
Name:
Title:

ASSIGNOR:

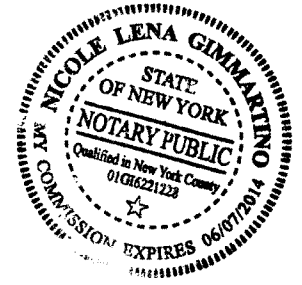
SLATED IP, LLC

By: [Signature]
Name: Duncan Cork
Title: CEO + PRESIDENT

STATE OF New York)
) ss: _____
COUNTY OF New York)

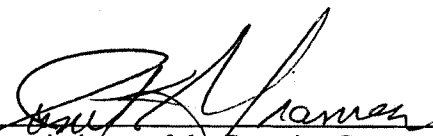
On this the 9th day of August, 2011, personally appeared Duncan Cork, the CEO/President of Slated IP, LLC, and Signer and Sealer of the foregoing instrument, who acknowledged the same to be his free act and deed before me.

[Signature] - Notary Public
Commissioner of the Superior Court



STATE OF NEW YORK)
) ss: _____
COUNTY OF NEW YORK)

On this the ___ day of August, 2011, personally appeared BARNET LIBER ~~and~~ MANAGING MEMBER of THE INDEPENDENT FILM DEVELOPMENT GROUP, LLC, and Signer and Sealer of the foregoing instrument, who acknowledged the same to be his free act and deed before me.


~~Commissioner of the Superior Court~~

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2015

EXHIBIT A TO ASSET PURCHASE AGREEMENT

ASSETS

INTELLECTUAL PROPERTY

SOFTWARE

All works including prototypes, versions and releases of primary and derived products, software designs, software, source code, production databases, database designs, visual design, design assets, test materials, and the associated software support materials (methodology descriptions, algorithms, etc.), including, without limitation, any and all products or technology developed by the Seller (or by the party from which the Seller purchased such products or technology) related to such product, for the following software products:

- B-Side Festival Genius Festival Application
- B-Side Festival Genius Festival Maint (<http://www.bside.com/maint>)
- B-Side Festival Genius Filmmaker Maint (<http://maint.bside.com>)
- Festival Genius IOS iPhone application
- B-Side Festival Genius Stats Application (<http://statsapp.bside.com/statsapp>)
- FestivalGenius.com marketing website pages
- B-Side Festival Genius Database
- Internal Google Docs and Wiki pages documenting the operations and maintenance of the Festival Genius products

Delivery: All software and systems will be delivered as complete source code archive, as well as production system, as currently archived and deployed at the Seller's Amazon Web Services account.

TRADEMARKS

The following registered trademarks:

Description	Registration Number	Registration Date
B-Side	3,597,135	3/31/2009
The Audience Is Never Wrong	3,497,919	9/9/2008
I Am Never Wrong	3,715,778	11/24/2009

The following common law trademarks:

- Festival Genius
- Schedule Genius
- Critical Genius
- Theatrical On-Demand

Delivery: The Seller will issue an assignment with the US PTO.

DOMAIN NAMES

The following domain names:

- bside.com
- bsideinc.com
- criticalgenius.com
- criticalgenius.net
- criticalgenius.org
- festivalgenius.com

Delivery: The Seller will transfer ownership of all domains via the transfer process at godaddy.com, where the domains are currently registered.