

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
Smosh		07/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alloy Digital		
Street Address:	151 West 26th Street		
Internal Address:	11th floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3372369	SMOSH	
Registration Number:	3786737	SMOSH	
Serial Number:	77941754	SMOSH PIT	
CORRESPONDENCE DATA			
Fax Number:	(212)244-4311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123298358		
Email:	mikef@alloy.com		
Correspondent Name:	Michael Fitzgerald		
Address Line 1:	151 West 26th Street		
Address Line 2:	11th floor		
Address Line 4:	NEW YORK, NEW YORK 10001		
NAME OF SUBMITTER:	Michael Fitzgerald		

OP \$90.00 3372369

Signature:	/mf/
Date:	08/24/2011
Total Attachments: 4 source=Alloy_Smash - Trademark Assignment - FINAL#page1.tif source=Alloy_Smash - Trademark Assignment - FINAL#page2.tif source=Alloy_Smash - Trademark Assignment - FINAL#page3.tif source=Alloy_Smash - Trademark Assignment - FINAL#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of July 1, 2011 (the "Effective Date") between Smosh, LLC, a Delaware limited liability company (the "Assignor"), and Alloy Digital, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Contribution and Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the marks and/or trade names set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.


5. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts

of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

SMOSH, LLC

By: 
Name: Babry Blumbery
Title: president

SCHEDULE A

SMOSH, U.S. Reg. No. 3372369
SMOSH, U.S. Reg. No. 3786737
SMOSH PIT, U.S. S.N. 77941754