

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
BAB Acquisition Corp.		09/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMG Digital Video LLC		
Doing Business As:	DBA TargetCast Networks, a division of Brite Media Group LLC		
Street Address:	50 First Street		
Internal Address:	Suite 600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2896046	TARGETCASTTV	
Registration Number:	3726109	TARGETCASTER	
CORRESPONDENCE DATA			
Fax Number:	(212)515-6969		
Phone:	212-326-0180		
Email:	ALangsam@pryorcashman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Andrew S. Langsam		
Address Line 1:	7 Times Square		
Address Line 2:	Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	11562.00008		

CH \$65.00 2896046

900204035

**TRADEMARK
 REEL: 004637 FRAME: 0498**

NAME OF SUBMITTER:	Andrew S. Langsam
Signature:	/andrew s langsam/
Date:	10/06/2011
Total Attachments: 7 source=Intellectual Property Assignment (final)#page1.tif source=Intellectual Property Assignment (final)#page2.tif source=Intellectual Property Assignment (final)#page3.tif source=Intellectual Property Assignment (final)#page4.tif source=Intellectual Property Assignment (final)#page5.tif source=Intellectual Property Assignment (final)#page6.tif source=Intellectual Property Assignment (final)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and delivered this 26th day of August, 2011 by **BAB Acquisition Corp.**, a Delaware corporation ("Seller") to **BMG DIGITAL VIDEO LLC**, a Delaware limited liability company ("Buyer"), pursuant to that certain Asset Purchase Agreement dated as of August 26, 2011 (the "Purchase Agreement"), by and between Seller and Buyer. Capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and pursuant to the Purchase Agreement, Seller hereby bargains, sells, grants, assigns, transfers, conveys and delivers unto Buyer, its successors and assigns:

(i) All of Seller's right, title and interest in and to the Intellectual Property including, but not limited to, the Intellectual Property listed on Schedule 1 attached hereto; and

(ii) All of the goodwill associated with the Intellectual Property referenced in item (i) above.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

IN ADDITION, from time to time after the date hereof, without further consideration, Seller shall execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as Buyer may reasonably request in order more effectively to assign, transfer and convey to Buyer, and to place Buyer in possession and control of, any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of Seller with respect thereto.

This Assignment is given without any warranty, express or implied, except as specifically set forth in the Purchase Agreement.

This Assignment shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns.

The validity, interpretation and performance of this Assignment shall be governed and construed in accordance with the internal laws of the State of California, without regard to its principles of conflicts of laws.

This Assignment may be executed in multiple counterparts, all of which together shall for

all purposes constitute one and the same instrument.

This Assignment and the Purchase Agreement set forth the entire understanding of the parties with respect to the subject matter hereof.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

BAB ACQUISITION CORP.

By: *Brian Moore*
Name: BRIAN MOORE
Title: PRESIDENT & CEO

PLEASE SEE
ATTACHED NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

On SEPT. 7th 2011 before me, MUKESH P. PATEL, Notary Public,

personally appeared BRIAN MOORE

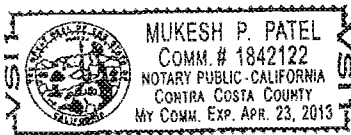
Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Mukesh P. Patel

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment

Document Date: Sept. 7th 2011 Number of Pages: THREE

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Moore

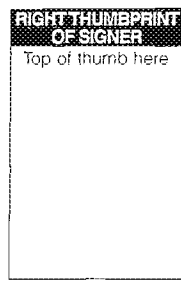
- Individual
- Corporate Officer — Title(s): President & CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: self

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2011, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is _____ of BAB Acquisition Corp., the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

NOTARY PUBLIC

SCHEDULE 1
INTELLECTUAL PROPERTY

Schedule 1
Intellectual Property

All internally developed software per Schedule 2.1(g)

Trademarks

Title & Description	Date of Application	Date of Registration	Pending Serial #	Registered Trademark #
TargetCastTV	2/16/01	10/19/04		2,896,046
TargetCast Networks	1/17/08		77/374778	
TargetCaster	1/17/08	12/15/09		3,726,109
TargetCast Networks Logo	2/29/08		77/410,323	

Patents

Title & Description	Date of Application	Date of Registration	Pending Serial #	Registered Patent #
Method for Combining Data Signals and Video Signals for Transmission to Video Display Units	8/29/00	3/24/09	n/a	7,509,267 B1
Continuation application related to 7,509,267 B1	3/2/09	n/a	12/380,649	n/a
System for Delivering Wrap Advertisements to a Video Display Screen Based on the Video Content on the Video Display Screen	7/2/09	n/a	12/459,589	n/a

Any and all other intellectual property owned by Seller and used or useful in the Business.