

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NGTV, Inc.		05/26/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rebel Media Ltd.		
<b>Street Address:</b>	8 Wingfield Avenue, Wilmslow SK 96		
<b>City:</b>	Cheshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3353238	NO GOOD TV	
Registration Number:	3538539	NG	
Registration Number:	3548170	NGTV	
Registration Number:	3548169	NO GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)443-2892		
<b>Phone:</b>	(213) 620-1780		
<b>Email:</b>	shwang@sheppardmullin.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Susan Hwang		
<b>Address Line 1:</b>	333 South Hope Street, 43rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	22FA-149644		
<b>DOMESTIC REPRESENTATIVE</b>			

**CH \$115.00 3353238**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Susan Hwang
Signature:	/Susan Hwang/
Date:	11/14/2011

Total Attachments: 4  
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source=NGTV Trademark Assignment#page4.tif

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this May 26, 2011 ("Effective Date") by and between Timothy J. Yoo (the "Assignor"), solely in his capacity as the Chapter 7 Trustee for NGTV, a California corporation (the "Debtor") and Rebel Media Ltd., a United Kingdom company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 2, 2011, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from Assignor, and Assignor has agreed to sell to Assignee, all of Debtor's rights, title and interest in all trademarks and service marks owned by Debtor, including all registrations and applications therefore, all common law rights pertaining thereto, all rights corresponding thereto throughout the world, and all goodwill associated with the foregoing (the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, Debtor's entire right, title and interest in and to (i) the Assigned Marks, (ii) the goodwill of the business symbolized by the Assigned Marks, (iii) all rights to apply for and maintain all applications, registrations, or renewals for the Assigned Marks, (iv) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks, and (v) all causes of action and the rights to sue, counterclaim, and recover for past, present, and future infringement of Debtor's rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world.

Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

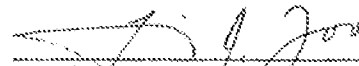
Except to the extent otherwise provided for under the Sale Order or the extent the mandatory provisions of the Bankruptcy Code or federal trademark law apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of California applicable hereto. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided,

however, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Assignment shall be heard and determined in a California state court or a federal court sitting in the state of California, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail or any other manner permitted by law.

*(Signature pages follow)*

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

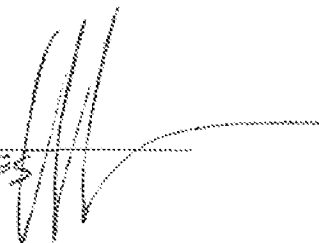
ASSIGNOR:

  
TIMOTHY J. YOO, SOLELY IN HIS  
CAPACITY AS CHAPTER 7  
TRUSTEE FOR NGTV

Acknowledged and Accepted:

ASSIGNEE:

REBEL MEDIA LTD.

By:   
Nov 31, 2011

Name: CHRISTIAN HEBES

IS: DIRECTOR

SCHEDULE

Reg. No.	Reg. Date	Mark
3353238	December 11, 2007	NO GOOD TV
3538539	November 25, 2008	NG
3548170	December 16, 2008	NGTV
3548169	December 16, 2008	NO GOOD