

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------------|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FN(X) I Holding Corporation | | 12/31/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Trusted Opinion Inc. | | |
| Street Address: | 690 5th St | | |
| Internal Address: | Suite 105 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94107 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85286720 | LOYALIZE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)896-5678 | | |
| Phone: | 3124643135 | | |
| Email: | msmolucka@loeb.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: | Mary Ann Smolucka/Loeb & Loeb LLP | | |
| Address Line 1: | 321 North Clark Street | | |
| Address Line 2: | Suite 2300 | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 217170-10009 | | |
| NAME OF SUBMITTER: | Mary Ann Smolucka | | |
| Signature: | /s/ Mary Ann Smolucka | | |

CH \$40.00 85286720

Date:

01/17/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

December 31, 2011

This Trademark Assignment ("Trademark Assignment") is entered into by and between FN(X) I HOLDING CORPORATION, a Delaware corporation ("Assignee"), and TRUSTED OPINION INC., a Delaware corporation ("Assignor"), pursuant to that certain Asset Purchase Agreement of even date hereof (the "Agreement"), by and among Function(x) Inc., Seller and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS Assignor owns all right, title and interest in and to the trademarks, including any registrations and applications therefor, listed on the Schedule attached hereto (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to enter into this Trademark Assignment and transfer the entire right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignor hereby assigns and transfers to Assignee, free and clear of all Liens (as defined in the Agreement), all right, title and interest in, to and under the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks; together with all causes of action Assignors may have for the infringement of such Marks, including all rights Assignors have to sue and collect damages and payments for claims of past or future infringements of the Marks.

Assignor shall assist Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Trademark Assignment and transfer of ownership in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

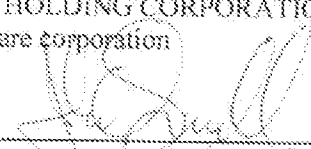
THIS TRADEMARK ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE AGREEMENT. IF ANY CONFLICT EXISTS BETWEEN THE TERMS OF THIS TRADEMARK ASSIGNMENT AND THE AGREEMENT, THEN THE TERMS OF THE AGREEMENT SHALL GOVERN AND CONTROL.

This Trademark Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignor and the Assignee.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FN(X) I HOLDING CORPORATION,
a Delaware corporation

By: 

Name: John C. Small

Title: Executive Vice President

TRUSTED OPINION INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FN(X) I HOLDING CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

TRUSTED OPINION INC.,
a Delaware corporation

By:  _____

Name: TODD GREENE

Title: CEO

Signature Page to Trademark Assignment

TRADEMARK

REEL: 004699 FRAME: 0430

SCHEDULE

U.S. Trademark Applications

Register Serial #

“LOYALIZE”

85/286,720

Common Law Trademarks



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