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
Psyop Media Company, LLC		01/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Blacklist Productions, LLC
Street Address:	124 Rivington Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10002
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3527160	BLACKLIST
Registration Number:	3527159	BLACKLIST

CORRESPONDENCE DATA

Fax Number: (212)888-7324 Phone: 212 207 8400

Email: gcunningham@kmollp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Geraldine Cunningham
Address Line 1: 415 Madison Avenue

Address Line 2: Kavanagh Maloney & Osnato LLP
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Thomas Boyle, CFO
Signature:	/Thomas Boyle, CFO/
	TRADEMARK

TRADEMARK
REEL: 004731 FRAME: 0343

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Date:	03/06/2012
Total Attachments: 3 source=00216545#page1.tif source=00216545#page2.tif source=00216545#page3.tif	

JANUARY 1, 2012

PSYOP MEDIA COMPANY, LLC

to

BLACKLIST PRODUCTIONS, LLC

SERVICE MARK ASSIGNMENT

{00214795;v1}

SERVICE MARK ASSIGNMENT made as of January 1, 2012, from Psyop Media Company, LLC, a Delaware limited liability company, whose principal office is 124 Rivington Street, New York, NY 10002 (the "Assignor") to Blacklist Productions, LLC, a Delaware limited liability company, whose principal office is 124 Rivington Street, New York, NY 10002 (the "Assignee").

WHEREAS:

- (A) The Assignor has adopted, used and is using, and is the beneficial and registered owner of the United States of America service marks described in <u>Schedule A</u> hereto (the "Marks").
- (B) The Assignor has agreed to assign the Marks to the Assignee for the consideration set out in this Assignment.

IT IS AGREED AS FOLLOWS:

- 1. In consideration of the sum of \$10.00, the Assignor hereby assigns as legal and beneficial owner to the Assignee all its right, title and interest in and to the Marks, free from any liens, claims or encumbrances, together with all statutory and common law rights attaching thereto, including without limitation the right to sue for damages and other remedies in respect of any infringement or misuse of the Marks which may have occurred prior to the date of this Assignment and to retain any damages obtained as a result of any such action.
- 2. The Assignor confirms that this Assignment is made with the goodwill attaching to the Marks and with the goodwill of the business in the services for which the Marks are registered and have been used by the Assignor.
- 3. The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably request from time to time, at the Assignee's expense, by way of further assurance of the rights assigned pursuant to the provisions of this Assignment.
- 4. This Assignment is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF this Assignment has been executed by the Assignor as of the day and year first above written.

PSYOP MEDIA COMPANY, LLC

By:

Name:

Title

{00214795;v1}

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SCHEDULE A

Reg. No.	Reg. Date	Int'l Class	<u>Mark</u>	<u>Service</u>
3,527,160	Nov. 4, 2008	35	"Blacklist" in stylized lettering	For: Agency representation of motion imagery production firms specializing in computergenerated imagery and computergenerated graphics for use in the production and postproduction of advertising and motion pictures, in Class 35
3,527,159	Nov. 4, 2008	35	"BLACKLIST" in standard characters	For: Agency representation of motion imagery production firms specializing in computergenerated imagery and computergenerated graphics for use in the production and postproduction of advertising and motion pictures, in Class 35

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