

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
b5Media Inc.		04/17/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Alloy Digital, LLC
Street Address:	151 West 26th Street, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85129029	BLISSTREE
Serial Number:	85113808	CRUSHABLE
Serial Number:	85519141	MOMMYISH
Serial Number:	85129074	THEGLOSS
Serial Number:	85519129	THEGRINDSTONE

CORRESPONDENCE DATA

Fax Number: 4154713400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4154713100
 Email: sftrademarks@aporter.com
 Correspondent Name: Arnold & Porter LLP
 Address Line 1: 3 Embarcadero Center, 7th Floor
 Address Line 2: attn: Elizabeth (Lisa) Wang
 Address Line 4: San Francisco, CALIFORNIA 94111-4024

CH \$140.00 85129029

ATTORNEY DOCKET NUMBER:	37803.001
NAME OF SUBMITTER:	Elizabeth (Lisa) Wang
Signature:	/ELW_dch/
Date:	06/19/2012
Total Attachments: 4 source=Alloy Digital - Trademark Assignment#page1.tif source=Alloy Digital - Trademark Assignment#page2.tif source=Alloy Digital - Trademark Assignment#page3.tif source=Alloy Digital - Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of April 17, 2012 (the "Effective Date") between b5Media Inc., an Ontario corporation (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 Asset Purchase Agreement, by and among the Assignor, the Assignee, Alloy Digital Investments, LLC and Brightspark Ventures II, L.P., as the seller's representative, 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 Assignor's registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those 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 on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees, at the expense of the Assignee, to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. 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.

4. 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.


5. 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.

6. 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.

B5MEDIA INC.

By: 
Name: Elaine Kurda
Title: President & CEO.

Signature page to Trademark Assignment

TRADEMARK
REEL: 004803 FRAME: 0917

SCHEDULE A
Marks

Trademarks Registered:

TITLE	COUNTRY	C/M no.	FILING DATE	APP NO	REG DATE	REG NO	STATUS
CRUSHABLE CANADA	CANADA	2330-B516	10-Mar-10	1,472,551	3-Nov-11	TMA811,020	REGISTERED

Trademarks Filed and Pending Registration:

TITLE	COUNTRY	C/M no.	FILING DATE	APP NO
BLISSTREE	CANADA	2330-B524	23-Aug-10	1,493,235
BLISSTREE	UNITED STATES	2330-B530	14-Sep-10	85/129,029
CRUSHABLE	CANADA	2330-B516	10-Mar-10	1,472,551
CRUSHABLE	UNITED STATES	2330-B525	23-Aug-10	85/113,808
MOMMYISH	CANADA	2330-B551	18-Jul-11	1,536,082
MOMMYISH	UNITED STATES	2330-B556	18-Jan-12	85/519,141
THEGLOSS	CANADA	2330-B523	18-Aug-10	1,492,696
THEGLOSS	UNITED STATES	2330-B529	14-Sep-10	85/129,074
THEGRINDSTONE	CANADA	2330-B550	18-Jul-11	1,536,081
THEGRINDSTONE	UNITED STATES	2330-B557	18-Jan-12	85/519,129