

## 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
Alloy, LLC (formerly Alloy, Inc.)		06/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alloy Entertainment, LLC		
Street Address:	151 West 26th St.		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3100259	ALLOY OUT-OF-HOME	
Registration Number:	2688156	ALLOYBOOKS	
Registration Number:	2688157	ALLOYBOOKS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001676/0003		

CH \$90.00 3100259

NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	07/09/2012
Total Attachments: 2 source=AlloyLLC-AlloyEnt#page1.tif source=AlloyLLC-AlloyEnt#page2.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the “Assignment”) is effective as of June 28, 2012 (the “Effective Date”), by and between Alloy, LLC, a Delaware limited liability company (formerly Alloy, Inc.) (the “Assignor”), and Alloy Entertainment, LLC, a Delaware limited liability company (“Assignee”).



WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, rights to certain trademarks held by Assignor;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the trademarks set forth on Schedule A hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, “Assigned Marks”). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignment not been made.

2. At Assignee’s request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York. Any dispute relating to this Assignment shall be resolved solely in the state or federal courts located in Manhattan, New York.

<p><b>ALLOY, LLC</b></p> <p style="text-align: center;"></p> <p>By: _____ Name: Gina DiGioia Title: Secretary</p>	<p><b>ALLOY ENTERTAINMENT, LLC</b></p> <p style="text-align: center;"></p> <p>By: _____ Name: Gina DiGioia Title: Secretary</p>
--	---

**SCHEDULE A**

ALLOY OUT-OF-HOME – U.S. Reg. No. 3,100,259

ALLOYBOOKS – U.S. Reg. No. 2,688,156

ALLOYBOOKS – U.S. Reg. No. 2,688,157