

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Visible Spectrum | FORMERLY TAP.tv, Inc. | 08/01/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AMI Entertainment Network, Inc. | | |
| Street Address: | 1500 Union Avenue S.E. | | |
| City: | Grand Rapids | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49507 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3905781 | TAP.TV | |
| Registration Number: | 3791876 | TAP.TV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2155255311 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 215-965-1390 | | |
| Email: | usptotm@panitchlaw.com | | |
| Correspondent Name: | Michael J. Leonard | | |
| Address Line 1: | 2005 Market Street, Suite 2200 | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 205887.5003 | | |
| NAME OF SUBMITTER: | Michael J. Leonard | | |
| Signature: | /michael leonard/ | | |

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Date:

09/06/2012

Total Attachments: 3

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AMENDMENT NO. 1 TO LICENSE AGREEMENT

THIS AMENDMENT (the "Amendment") is dated effective as of August 1, 2012 (the "Amendment Date") between **AMI ENTERTAINMENT NETWORK, INC.**, a Delaware corporation with offices at 1500 Union Avenue S.E., Grand Rapids, Michigan ("AMI") and Visible Spectrum, f/k/a TAP.tv, Inc., a Delaware corporation ("Visible Spectrum") having offices at 16W 361S Frontage Road, Suite 128, Burr Ridge, Illinois 60527 (each a "Party," collectively the "Parties").

RECITALS:

WHEREAS, the Parties entered into a License Agreement having an Effective Date of December 21, 2010, attached hereto as Exhibit A (the "Agreement"), pursuant to which Visible Spectrum licensed to AMI rights in certain intellectual property;

WHEREAS, the Parties desire to amend the Agreement to modify some of the existing terms;

NOW THEREFORE, in consideration of the agreements, provisions and covenants herein contained, the Parties hereto agree as follows:

1. Amendments:

A. In the Definitions and Terms and Conditions, replace all occurrences of "TAP" with "Visible Spectrum".

B. Replace the definition of "TAP Marks" with the following:

- "TAP Marks" shall mean (i) TAP.TV, including all rights in U.S. trademarks registration nos. 3,905,781 and 3,791,876; and (ii) the Internet domain name tap.tv.

C. Replace the definition of "Intellectual Property" with the following:

- "Intellectual Property" shall mean all intellectual property rights including (i) patents and patent applications (including reissues, divisions, continuations, continuations in part, continued prosecution applications); (ii) copyrights and works of authorship in any media (including computer programs, software, databases and compilations, files, applications, Internet site content, and documentation and related items), registrations and applications for registration for any of the foregoing; and (iii) trade secrets and confidential information, including all source code, documentation, know how, processes, technology, formulae, customer lists, supplier lists, business and marketing plans, inventions (whether or not patentable) and marketing information; but excluding all trademarks, service marks and other identifiers of origin (whether or not registered).

D. Delete Section 2(c).

E. Add the following as Section 2.1:

2.1 Assignment of TAP Marks.

(a) In consideration of the payment made pursuant to Section 2.1(b), Visible Spectrum does hereby sell, assign, transfer, and convey to AMI all rights, title and interest in and to, and to the use of the TAP Marks, together with the goodwill symbolized thereby and the right to recover damages for any past infringement of the TAP Marks. As of the Amendment Date, Visible Spectrum shall cease all use of the TAP Marks and any other trademarks, names or other identifiers that are confusingly similar to the TAP Marks.

(b) Within ten (10) days of the Amendment Date, AMI shall pay Visible Spectrum

F. Replace Section 4(f) with the following:

(f) Further Assurances. Visible Spectrum shall, at any time and from time to time after the date hereof, do or to cause to be done all such further acts, and to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered or filed, all such transfers, documents or assurances as may be reasonably requested by AMI for: (i) transferring, conveying and assigning the Assigned Contracts and TAP Marks to AMI; and (ii) effectuating the transactions contemplated by this Agreement.

E. Replace Section 7(e) with the following:


(e) Ownership; Authority. Visible Spectrum represents and warrants that: (i) it is the sole and exclusive owner of all right, title and interest in and to the TAP IP and TAP Marks, (ii) it has the authority and right to grant the licenses and rights in and to the TAP IP pursuant this Agreement, and (iii) it has the authority and right to assign the TAP Marks to AMI free and clear of all liens or licenses to any third party.

2. **Entire Agreement.** The Agreement, as amended by this Amendment, shall remain in full force and all terms and conditions not modified by this Amendment shall remain unchanged.

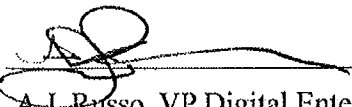
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date set forth above.

VISIBLE SPECTRUM

By: 
John Malec, CEO

AMI ENTERTAINMENT NETWORK, INC.

By: 
Name: A.J. Russo, VP Digital Entertainment
Title: