

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 |
| VUZE, LLC | | 07/06/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AZUREUS SOFTWARE, INC. | | |
| Street Address: | 11260 Donner Pass Road | | |
| Internal Address: | #C1-313 | | |
| City: | Truckee | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 96161 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85021562 | | |
| Registration Number: | 3285557 | AZUREUS | |
| Registration Number: | 3722923 | | |
| Registration Number: | 3785559 | | |
| Registration Number: | 3493245 | VUZE | |
| Registration Number: | 3415468 | VUZE | |
| Registration Number: | 3700207 | STUDIOHD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9185743107 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 918-574-3007 | | |
| Email: | rachel.blue@mcafeetaft.com | | |

CH \$190.00 85021562

Correspondent Name: Rachel Blue, McAfee & Taft
Address Line 1: 1717 S. Boulder
Address Line 2: Suite 900
Address Line 4: Tulsa, OKLAHOMA 74119

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 09969.00001 |
| NAME OF SUBMITTER: | Rachel Blue |
| Signature: | /Rachel Blue/ |
| Date: | 10/26/2012 |

Total Attachments: 6
source=AZUREUS-TRADEMARKASSIGNMENT#page1.tif
source=AZUREUS-TRADEMARKASSIGNMENT#page2.tif
source=AZUREUS-TRADEMARKASSIGNMENT#page3.tif
source=AZUREUS-TRADEMARKASSIGNMENT#page4.tif
source=AZUREUS-TRADEMARKASSIGNMENT#page5.tif
source=AZUREUS-TRADEMARKASSIGNMENT#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and executed as of July 6, 2012 by Vuze, LLC, a Delaware limited liability company ("*Seller*") in favor of Azureus Software, Inc., a Delaware corporation ("*Purchaser*"). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Asset Purchase Agreement, dated as of July 6, 2012, by and between Purchaser, Seller, Fanhattan Holding Corporation, a Delaware corporation, and Spigot, Inc., a Delaware corporation (the "*Asset Purchase Agreement*").

RECITALS

Pursuant to the Asset Purchase Agreement, Purchaser has acquired certain assets of Seller, including the entire right, title and interest in and to those trademarks, service marks and trade names, and applications therefor, that are part of the Purchased Assets as set forth in the Asset Purchase Agreement, including, without limitation those trademarks, service marks and trade names, and applications therefor, listed in Schedule I hereto (all such trademarks, service marks and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser, and the Purchaser hereby purchases and accepts from the Seller, all right, title and interest worldwide in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Seller in all matters related to the Assigned Trademarks. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the Assigned Trademarks pertain is also being transferred to Purchaser pursuant to the Asset Purchase Agreement.

2. Further Assurances. The Seller agrees to execute and deliver such other documents, when requested to effect the terms of this Assignment, and to take all such other actions which the Purchaser may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices (and their foreign equivalents). Purchaser will reimburse Seller for any direct out of pocket expenses actually incurred by Seller with respect to actions required under this Section 2 provided that such expenses have been pre-approved by Purchaser and are evidenced by written invoices.

3. Asset Purchase Agreement. This Assignment is made pursuant to the Asset Purchase Agreement and is subject to all of the terms thereof, including, without limitation, the representations, warranties, covenants and indemnification provisions therein. Nothing in this Assignment shall be deemed to limit, expand, amend, or otherwise modify any term or provision of the Asset Purchase

Agreement, including, without limitation, any representation, warranty, covenant or indemnification provision set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

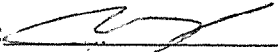
4. Miscellaneous. The internal law, without regard for conflicts of laws principles, of the State of California shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

In witness whereof, Seller and Purchaser have executed this Trademark Assignment on the date first above written.

PURCHASER:

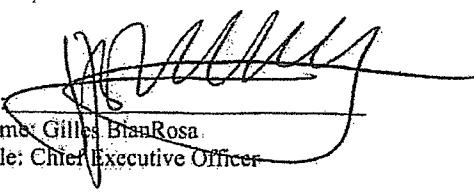
AZUREUS SOFTWARE, INC.

By: 
Name: Rodrigo Sales
Title: Chief Executive Officer

In witness whereof, Seller and Purchaser have executed this Trademark Assignment on the date first above written.

SELLER:

VUZE, LLC

By: 
Name: Gilles Brian Rosa
Title: Chief Executive Officer

Signature Page to Trademark Assignment

SCHEDULE I
ASSIGNED TRADEMARKS

Australia

VUZE Registered 9,38,41

Austria

AZUREUS Registered 9,38,41,42

Benelux

AZUREUS Registered 9,38,41,42

Canada

VUZE Registered

China (People's Republic)

AZUREUS Registered 41

AZUREUS Registered 38

VUZE Registered 9

VUZE Registered 38

VUZE Registered 41

Czech Republic

AZUREUS Registered 9,38,41,42

Denmark

AZUREUS Registered 9,38,41,42

European Community

AZUREUS Registered 35,38,42

LOGO (FROG) Registered 9,38,41,42

NEW FROG LOGO Registered 9,38,41,42

STUDIOHD Registered 38,41,42

VUZE Registered 9,35,38,41

France

AZUREUS Registered 9,38,41,42

Germany

AZUREUS Registered 35,38,42

Int'l Registration - Madrid Prot

AZUREUS Registered 35,38,42 AZUREUS Registered 9,38,41,42

Ireland

AZUREUS Registered 9,38,41,

Italy

AZUREUS Registered 9,38,41,42

Japan

AZUREUS Registered 38,41,

Korea, Republic of

AZUREUS Registered 9,38,41,42

VUZE Registered 9,38,41

Poland

AZUREUS Registered 9,38,41,42

Portugal

AZUREUS Registered 9,38,41,42

Russian Federation

AZUREUS Registered 9,38,41,42

Singapore

AZUREUS Registered 38

AZUREUS Registered 42

AZUREUS Registered 9

AZUREUS Registered 41

Spain

AZUREUS Registered 9,38,41,42

Sweden

AZUREUS Registered 9,38,41,42

Switzerland

AZUREUS Registered 9,38,41,42

AZUREUS Registered 35,38,42

United Kingdom

AZUREUS Registered 9,38,41,42

United States of America

AZUREUS Registered 9,38,41,

AZUREUS Registered 35,38,42

AZUREUS Registered 9

FROG AND PLUS LOGO Filed 9,38,41,42

LOGO (FROG) Registered 9

NEW FROG LOGO Registered 9,25,38,41,4

STUDIOHD Registered 41 VUZE Registered 38

VUZE Registered 9,35,41