

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 |
| CFQ Media | | 06/17/2009 | LIMITED LIABILITY COMPANY: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Spherewerx, LLC | | |
| Doing Business As: | Fourth Castle Micromedia | | |
| Street Address: | 56-03 203rd Street | | |
| City: | Oakland Gardens | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11364 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1037424 | CINEFANTASTIQUE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6314659133 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 718.810.6501 | | |
| Email: | joe@fourthcastle.com | | |
| Correspondent Name: | Joe Sena | | |
| Address Line 1: | 56-03 203rd Street | | |
| Address Line 4: | Oakland Gardens, NEW YORK 11364 | | |
| NAME OF SUBMITTER: | Joseph A. Sena | | |
| Signature: | /joseph a. sena/ | | |
| Date: | 11/10/2012 | | |
| Total Attachments: 3 source=cfq_p9#page1.tif source=cfq_p10#page1.tif source=cfq_p11#page1.tif | | | |

OP \$40.00 1037424

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed, acknowledged and delivered by CFQ Media, LLC (the "Assignor"), in accordance with and pursuant to the terms and conditions of the Sale and Purchase Agreement, entered into and effective June ____, 2009 (the "Agreement") by and among Assignor, Spherewerx LLC (the "Assignee"), and Joe Sena. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

WHEREAS, the Assignor has adopted, used and is using certain marks registered in the United States Patent and Trademark Office (as set forth in Schedule I hereto and incorporated herein by reference, the "Assigned Marks") and is the owner of the registration and application for registration in the United States Patent and Trademark Office (as set forth in Schedule I hereto and incorporated herein by reference, the "Trademark Registrations"); and

WHEREAS, the Assignee desires to acquire all right, title and interest of the Assignor in, to and under the Assigned Marks and the associated Trademark Registrations and the goodwill with which each such Assigned Marks is associated and which is symbolized by the Assigned Marks and the Trademark Registrations.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and convey to the Assignee, and the Assignee hereby accepts, all right, title and interest of the Assignor (i) in, to and under the Assigned Marks and the Trademark Registrations together with the goodwill of the business symbolized by the Assigned Marks and Trademark Registrations, throughout the world; (ii) to apply in any and all countries in the world any registration and application for registration for the Assigned Marks and Trademark Registrations, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Assigned Marks and Trademark Registrations including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks and Trademark Registrations.

Notwithstanding anything to the contrary herein, the Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Agreement, the terms of this Assignment shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

Schedule 1

TRADEMARKS

U.S. Trademarks

| Mark | Reg. No. |
|-----------------|----------|
| Cinefantastique | 1037424 |