

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Limited Liability Company Agreement reference to IDT Entertainment, Inc. as the sole member of IDT Home Entertainment, LLC

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDT Home Entertainment, LLC		06/20/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	IDT Entertainment, Inc.
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3420777	PICK YOUR LEVEL
Registration Number:	3255384	10 MINUTE SOLUTION
Registration Number:	3140228	DANCE OFF THE INCHES

CORRESPONDENCE DATA	
Fax Number:	3035714321
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	303-571-4000
Email:	denverteas@kilpatricktownsend.com
Correspondent Name:	Kilpatrick Townsend & Stockton LLP
Address Line 1:	1400 Wewatta Street
Address Line 2:	Suite 600
Address Line 4:	Denver, COLORADO 80202

OP \$90.00 3420777

ATTORNEY DOCKET NUMBER:	90958-724840
NAME OF SUBMITTER:	Ian L. Saffer
Signature:	/Ian L. Saffer/
Date:	01/07/2013
Total Attachments: 3 source=LLC Agreement IDT Entertainment Inc. as sole member of IDT Home Entertainment Inc#page1.tif source=LLC Agreement IDT Entertainment Inc. as sole member of IDT Home Entertainment Inc#page2.tif source=LLC Agreement IDT Entertainment Inc. as sole member of IDT Home Entertainment Inc#page3.tif	

**LIMITED LIABILITY COMPANY AGREEMENT
OF
IDT HOME ENTERTAINMENT, LLC**

This Limited Liability Company Agreement is made as of this 20th day of June, 2006 by IDT Entertainment, Inc. a Delaware corporation (the "Member") as the sole member of IDT Home Entertainment, LLC (the "Company"), to set forth provisions for the administration and regulation of the affairs of the Company.

1. **Formation.** The Company was formed on the date hereof by filing a certificate of formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Act") on behalf of the Member.
2. **Company Name.** The business of the Company will be conducted under the name "IDT Home Entertainment, LLC" or any other name or tradename determined by the Manager in accordance with applicable law.
3. **Office and Agent.** The registered office of the Company in Delaware will be at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808, and its registered agent will be The Prudential Corporation System, Inc.
4. **Foreign Qualification.** The Company will apply for any required certificate of authority to do business in any other state or jurisdiction, as required or appropriate.
5. **Term.** The Company became effective on the date hereof and will continue in perpetuity, unless and until a dissolution occurs and a Certificate of Cancellation is filed with the Delaware Secretary of State.
6. **Member.** As of the date hereof, the sole member of the Company is IDT Entertainment, Inc. a Delaware corporation.
7. **Purpose.** The Company may engage in any lawful business, subject to any provisions of law governing or regulating such business.
8. **Ownership Interest.** An ownership interest ("Ownership Interest") in the Company includes the holder's rights to share profits, losses and distributions, and to vote or consent with respect to any action subject to member approval, as well as all obligations imposed upon a member under the Act or this Agreement. The Member holds 100% of the Ownership Interests in the Company.
9. **Transferees.** The Member may freely transfer all or any part of such Member's Ownership Interest. The transferee will, without further act, succeed to all of the benefits and burdens of such Ownership Interest as a member (to the extent of the interest transferred). Each transferee of an Ownership Interest becomes admitted to the Company as a member under the Act. If, after the transfer, there are two or more members, (a) any decision by the Company will

be made by members owning a majority of the Ownership Interests, (b) any profits or losses will be allocated, and any distribution will be made, to the members in proportion to their Ownership Interests, and (c) any reference in this Agreement to the Member will be deemed to be a reference to the members.

10. Powers. The Company has all of the powers granted to a limited liability company under the Act, as well as all powers necessary or convenient to achieve its purposes and to further its business.

11. Management.

(a) Manager. All management rights and powers are vested in the Member, who is the "manager" for purposes of the Act (the "Manager"). If the Member is the only member of the Company at the time that it transfers all of its Ownership Interest to a single transferee, the transferee will be the Manager.

(b) Appointment of Officers. The Manager may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office, including, to the extent applicable, the power to bind the Company. Any delegation pursuant to this Section may be revoked at any time by the Manager.

(c) Duties of Officers. The Officers will take all actions which are necessary and appropriate to conduct the day-to-day operations of the Company's business subject to the supervision of the Manager. Any Officer may be removed by the Manager at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer shall not, of itself, create contract rights.

(d) Stock of Other Corporations or Other Interests. Unless otherwise ordered by the Manager, each of the President, any Vice President and the Secretary, and such attorneys or agents of the Company as may be from time to time authorized by the Manager or the President, shall have full power and authority on behalf of this Company to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this Company may own or hold shares or other securities, and at such meetings shall possess and may exercise all the rights and powers incident to the ownership of such shares or other securities which this Company, as the owner or holder thereof, might have possessed and exercised if present. Each of the President, any Vice President the Secretary, and such attorneys or agents may also execute and deliver on behalf of the Company powers of attorney, proxies, consents, waivers and other instruments relating to the shares or securities owned or held by the Company.

12. Authority. The Manager and each Officer is an agent of the Company for the purpose of its business. The act of the Manager or any Officer binds the Company, including acts for

apparently carrying on in the usual way the business of the Company. No third party dealing with the Company will be required to ascertain whether the Manager or an Officer is acting within the scope of the Manager's or Officer's authority.

13. **Indemnification.** The Company will indemnify the Manager and each Officer to the fullest extent permitted under the Act.

14. **Capital Contributions.** No contribution of capital will be required from the Member unless otherwise required by law. The Member has no obligation to restore a deficit capital account at any time (whether upon liquidation or otherwise).

15. **Capital Accounts.** The Company will maintain a capital account for the Member. Credits and charges to capital accounts will be made in accordance with the Company's accounting method.

16. **Profits and Losses.** For each fiscal year of the Company, profits or losses of the Company will be an amount equal to the Company's income or loss determined in accordance with the Company's accounting method. Any such profits or losses (including items of income, gain, loss and deduction for each fiscal year) will be allocated to the Member.

17. **Cash Reserves.** The Manager may establish and maintain reasonable cash reserves for operating expenses (other than depreciation, amortization or similar non-cash allowances), reinvestments, capital improvements and debt service. The amount of such reserves will be as the Manager may determine.

18. **Distributions.** Distributions of cash or other property to the Member will be made as the Manager may determine. Distributions may be made out of profits (either current or accumulated) or capital, or both.

19. **Distribution Limitation.** Notwithstanding any other provision of this Agreement, the Company will not make any distribution to the Member if, after giving effect to the distribution, the liabilities of the Company (other than liabilities to the Member on account of its Ownership Interest) would exceed the fair value of the Company's assets. With respect to any property subject to a liability for which the recourse of creditors is limited to the specific property, such property will for this purpose be included in assets only to the extent that the property's fair value exceeds its associated liability, and such liability will be excluded from the Company's liabilities.

20. **Limited Liability.** Except as provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company, and neither the Member nor the Manager is personally obligated for any such debt, obligation, or liability of the Company solely by reason of being a member or acting as a manager of the Company. If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of three years from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the three-year period and an adjudication of liability against the Member is made in such action.