

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
StudioNow, Inc.		01/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Vid, Inc.
Street Address:	4071 Hillsboro Pike
Internal Address:	Suite 418
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85453039	WORLDVIEW
Registration Number:	3565223	STUDIONOW
Registration Number:	3565224	STUDIONOW

CORRESPONDENCE DATA	
Fax Number:	4237858480
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4237566600
Email:	bmiddleton@millermartin.com
Correspondent Name:	Stephen J. Stark
Address Line 1:	832 Georgia Avenue
Address Line 2:	Suite 1000 Volunteer Building
Address Line 4:	Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	STUDIO-BLM
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CH \$90.00 85453039

NAME OF SUBMITTER:	Stephen J. Stark
Signature:	/907146/
Date:	02/14/2013
Total Attachments: 3 source=AssignmentTM#page1.tif source=AssignmentTM#page2.tif source=AssignmentTM#page3.tif	

EXECUTION VERSION

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of January 16, 2013 ("Effective Date") by StudioNow, Inc., a Delaware corporation ("Assignor"), and Vid, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement (the "Agreement"), dated as of January 16, 2013, by and among AOL Inc., a Delaware corporation, Assignee and Assignor; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the trademarks identified on Schedule I attached hereto (the "Trademarks");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

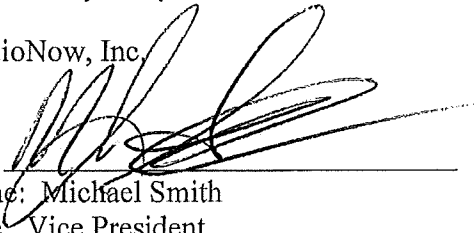
1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Trademarks, the registrations and pending applications therefor and the goodwill of the business symbolized by the Trademarks.
2. Assignor hereby represents, warrants and covenants that Assignor is the owner of all right, title and interest in and to the Trademarks and hereby agrees to reasonably cooperate with Assignee to enable Assignee to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Trademarks in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions or any of the obligations of Assignor or Assignee set forth in the Agreement or the other transaction documents entered into in connection therewith, nor shall this Assignment expand or enlarge any remedies under the Agreement or the other transaction documents entered into in connection therewith, including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement and the other transaction documents entered into in connection therewith.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

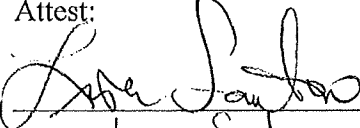
6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

StudioNow, Inc.

By: 
Name: Michael Smith
Title: Vice President

Attest:


Name: Lisa Santoro
Title: Executive Assistant

SCHEDULE I

CANADA

<u>MARK</u>	<u>SER./REG. NO.</u>	<u>FILING/REG. DATE</u>
STUDIONOW (Pending)	1,550,282	11/1/2011

UNITED KINGDOM

<u>MARK</u>	<u>SER./REG. NO.</u>	<u>FILING/REG. DATE</u>
STUDIONOW	2,599,771	2/3/2012

UNITED STATES

<u>MARK</u>	<u>SER./REG. NO.</u>	<u>FILING/REG. DATE</u>
STUDIONOW	3,565,223	1/20/2009
STUDIONOW	3,565,224	1/20/2009
WORLDVIEW (Allowed)	85/453,039	10/21/2011