

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
DIGITAL DOMAIN PRODUCTIONS, INC.	FORMERLY DIGITAL DOMAIN, INC.	09/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DIGITAL DOMAIN 3.0, INC.		
Street Address:	300 Rose Avenue		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2658134	DIGITAL DOMAIN	
Registration Number:	2651292	DIGITAL DOMAIN	
Registration Number:	2015945	DIGITAL DOMAIN	
Registration Number:	2018031	DIGITAL DOMAIN	
Registration Number:	3247871	DREAM WITH YOUR EYES WIDE OPEN	
CORRESPONDENCE DATA			
Fax Number:	310-860-24		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	310-858-7700		
Email:	trademark@rmslaw.com		
Correspondent Name:	Todd W. Bonder		
Address Line 1:	232 N. Canon Drive		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	11679-007000		

OP \$140.00 2658134

NAME OF SUBMITTER:	Todd W. Bonder
Signature:	/Todd W. Bonder/
Date:	04/30/2013
Total Attachments: 8 source=DIGITAL DOMAIN Bill of Sale_Executed#page1.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page2.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page3.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page4.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page5.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page6.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page7.tif source=DIGITAL DOMAIN Bill of Sale_Executed#page8.tif	

**FORM OF BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement, dated as of September 27, 2012 (this “Agreement”), is by and among Galloping Horse America, LLC, a Delaware limited liability company (the “Buyer”), Digital Domain 3.0, Inc., a Delaware corporation and a wholly-owned subsidiary of Buyer (“DDI”), 0951109 B.C. Ltd., a British Columbia corporation (“BCL” and together with DDI, the “Assignees”), and Digital Domain Media Group, Inc., a Florida corporation, and the subsidiaries of Digital Domain Media Group, Inc. (collectively, the “Assignor”) set forth on the signatures pages to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated September 24, 2012, by and among the Assignor and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

A. Pursuant to the terms of the Purchase Agreement, the parties hereto have agreed, among other things, that (i) Buyer shall assign certain of its rights under the Purchase Agreement to Assignees, and Assignees shall accept such rights, (ii) each entity comprising Assignor shall, as to itself, assign, transfer, convey and deliver to the applicable Assignee, and the applicable Assignee shall accept from Assignor, all of such Assignor’s right, title and interest in and to all of the Acquired Assets and (iii) Buyer and Assignees shall accept, assume and agree faithfully to perform, discharge and fulfill all of the Assumed Liabilities in accordance with their respective terms.

B. The parties hereto desire to provide for the assignment of such right, title and interest in and to such Acquired Assets and for the assumption of such Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Assignor and Assignees, intending to be legally bound, hereby agree as follows:

1. Assignment by Buyer. Buyer hereby (i) assigns to BCL its rights under the Purchase Agreement with respect to the Acquired Assets in Canada (the “Canadian Assets”), and BCL hereby accepts such rights and (ii) assigns to DDI its rights under the Purchase Agreement with respect to the Acquired Assets other than the Canadian Assets, and DDI hereby accepts such rights.

2. Assignment by Assignor. Each entity comprising Assignor, as to itself only, hereby assigns, transfers, conveys and delivers (i) to BCL all of such entity’s legal, beneficial, and other right, title, benefit, privileges, and interest in and to each of the Canadian Assets, in accordance with the terms and conditions of the Purchase Agreement (collectively, the “Canadian Assignment”) and (ii) to DDI all of such entity’s legal, beneficial, and other right, title, benefit,

privileges, and interest in and to each of the Acquired Assets other than the Canadian Assets (collectively, the “General Assignment”).

3. Assumption by Buyer and Assignees. Each of Buyer and BCL hereby accepts the Canadian Assignment, and assumes and agrees to observe, perform, pay, fulfill and otherwise discharge when due the Assumed Liabilities with respect to the Acquired Assets in Canada. Each of Buyer and DDI hereby accepts the General Assignment, and assumes and agrees to observe, perform, pay, fulfill and otherwise discharge when due the Assumed Liabilities with respect to the Acquired Assets other than the Canadian Assets. Except as set forth in the previous sentence or as otherwise provided in the Purchase Agreement or any of the Transaction Documents, Buyer and Assignees expressly do not, and will not be deemed to, assume under this Assignment or otherwise by reason of the transactions contemplated hereby, any Liabilities, obligations or commitments of, or arising out of actions taken, services rendered, goods sold, or contracts entered into by, Assignor of any nature whatsoever.

4. Terms of Purchase Agreement. The scope, nature, and extent of the Assumed Liabilities are expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. Each of the parties acknowledges and agrees that the terms and conditions contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

5. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement provided, however, that the parties’ obligations under this provision shall be subject to any restrictions and limitations as are set forth in the similar provisions of the Purchase Agreement.

6. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Buyer, Assignor and Assignees will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

7. Third Parties. The assumption by Assignees of certain obligations of Assignor as provided in Section 3 is not intended by the parties to expand the rights or remedies of any third party against Assignees or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignees not consummated the transactions contemplated by the Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignees or Assignor, as the case may be, to contest any Claim or demand with respect to any litigation or Liability assumed or not assumed, respectively, hereunder; and Assignees or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand (except as aforesaid).

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by Assignees and Assignor.

10. Governing Law. This Agreement and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of Delaware.

11. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.


12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature Page Follows]

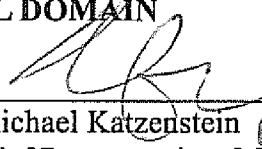
IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first above written.

ASSIGNOR:


DIGITAL DOMAIN MEDIA GROUP, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

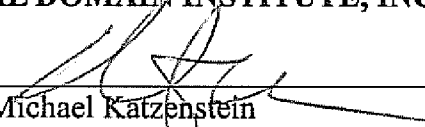
DIGITAL DOMAIN

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

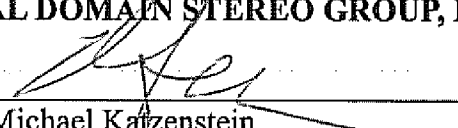
DDH LAND HOLDINGS, LLC

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


DIGITAL DOMAIN INSTITUTE, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

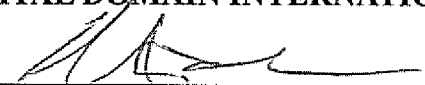
DIGITAL DOMAIN STEREO GROUP, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


DDH LAND HOLDINGS II, LLC

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


DIGITAL DOMAIN INTERNATIONAL, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

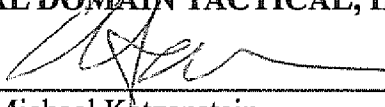
TRADITION STUDIOS, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


DIGITAL DOMAIN MEDIA GROUP (MIDDLE EAST) FZ LLC

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN TACTICAL, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

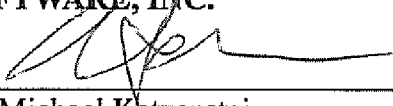
DIGITAL DOMAIN PRODUCTIONS, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


MOTHERSHIP MEDIA, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

D2 SOFTWARE, INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS (SYDNEY) PTY LTD

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

**DIGITAL DOMAIN PRODUCTIONS
(VANCOUVER) LTD.**

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

ASSIGNEE:

GALLOPING HORSE AMERICA, LLC

By: _____
Name: _____
Title: _____

BUYER:

GALLOPING HORSE AMERICA, LLC

By:  _____

Name: Chen Zhang

Title: Manager

ASSIGNEES:

DIGITAL DOMAIN 3.0, INC.

By: J Gabriel
Name: Joseph M. Gabriel
Title: Secretary

0951109 B.C. LTD.

By: J Gabriel
Name: Joseph M. Gabriel
Title: Officer

Signature Page to Bill of Sale and Assignment and Assumption Agreement