

TRADEMARK ASSIGNMENT

Electronic 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
Grab Networks Holdings, Inc.		08/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	blinkx, Inc.
Street Address:	One Market Plaza, Spear Street Tower
Internal Address:	Suite 1810
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3789413	ANYSTREAM VELOCITY
Registration Number:	3920259	GRAB NETWORKS
Registration Number:	3920261	GRAB NETWORKS
Registration Number:	3926106	GRAB NETWORKS
Registration Number:	3920260	GRAB NETWORKS
Registration Number:	3920262	GRAB NETWORKS
Registration Number:	3920264	GRAB NETWORKS
Registration Number:	3926107	GRAB NETWORKS
Registration Number:	3920263	GRAB NETWORKS
Registration Number:	3589982	TURNING VIDEO STREAMS INTO REVENUE STREA
Registration Number:	3466327	VOXANT
Registration Number:	3466326	VOXANT
Registration Number:	3328151	THENEWSROOM

CH \$340.00 3789413

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-442-1326
Email: ralpert@morganlewis.com
Correspondent Name: Rochelle D. Alpert
Address Line 1: One Market, Spear Street Tower
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	100268-2000
NAME OF SUBMITTER:	Rochelle D. Alpert
Signature:	/rda/
Date:	10/14/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*") is made and entered into as of the 2nd day of August, 2013 (the "*Effective Date*") by and between Grab Networks Holdings, Inc., a Delaware corporation ("*Assignor*"), and blinkx, Inc., a California corporation ("*Assignee*").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of August 2, 2013, by and between Assignor and Assignee, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States and the Madrid Protocol International registrations and any applications therefor;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "*Trademarks*"). Such transfer, sale, assignment, conveyance and delivery of the Trademarks shall occur in the Commonwealth of Virginia.

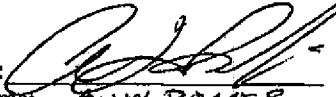
2. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

GRAB NETWORKS HOLDINGS, INC.

By: 
Name: KEVIN BOWLES
Title: CEO

ASSIGNEE:

BLINKX, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

GRAB NETWORKS HOLDINGS, INC.



By: _____
Name:
Title:





ASSIGNEE:



BLINKX, INC.




By: Subhraman Mukherjee
Name: Subhraman Mukherjee
Title: CEO

SCHEDULE A

Trademark	Application/Registration No.
United States	
ANystREAM VELOCITY	Registration No. 3789413
GRAB NETWORKS	Registration No. 3920259
GRAB NETWORKS	Registration No. 3920261
GRAB NETWORKS	Registration No. 3926106
GRAB NETWORKS	Registration No. 3920260
GRAB NETWORKS LOGO 	Registration No. 3920262
GRAB NETWORKS LOGO 	Registration No. 3920264
GRAB NETWORKS LOGO	Registration No. 3926107

	
<p>GRAB NETWORKS LOGO</p> 	<p>Registration No. 3920263</p>
<p>TURNING VIDEO STREAMS INTO REVENUE STREAMS</p>	<p>Registration No. 3589982</p>
 <p>VOXANT & Design</p>	<p>Registration No. 3466327</p>
<p>VOXANT</p>	<p>Registration No. 3466326</p>
<p>TheNewsRoom</p>	<p>Registration No. 3328151</p>
<p>Australia</p>	
<p>GRAB NETWORKS</p>	<p>Registration No. 1298912</p> <p>(IR Reg. No. 1000069)</p>
<p>GRAB NETWORKS LOGO</p> 	<p>Registration No. 1304669</p> <p>(IR Reg. No. 1002592)</p>
<p>European Community</p>	

AGILITY	Registration No. 1753326
AGILITY EDGE	Registration No. 1753797
AGILITY ENTERPRISE	Registration No. 1752088
ANYSTREAM	Registration No. 1751635
GRAB NETWORKS	IR Reg. No. 1000069
GRAB NETWORKS LOGO 	IR Reg. No. 1002592
Russia	
GRAB NETWORKS LOGO 	IR Reg. No. 1002592
South Korea	
GRAB NETWORKS	IR Reg. No. 1000069
GRAB NETWORKS LOGO	IR Reg. No. 1002592

	
Singapore	
<p style="text-align: center;">GRAB NETWORKS</p>	<p style="text-align: right;">Registration No. T0905386A</p> <p style="text-align: right;">IR Reg. No. 1000069</p>
<p style="text-align: center;">GRAB NETWORKS LOGO</p> 	<p style="text-align: right;">Registration No. T0906732C</p> <p style="text-align: right;">(IR Reg. No. 1002592)</p>
International Registrations	
<p style="text-align: center;">GRAB NETWORKS</p>	<p style="text-align: right;">IR Reg. No. 1000069</p>
<p style="text-align: center;">GRAB NETWORKS LOGO</p> 	<p style="text-align: right;">IR Reg. No. 1002592</p>