

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 |
|---------------------------|----------|----------------|------------------------------------|
| Deluxe Media Services LLC | | 12/28/2012 | LIMITED LIABILITY COMPANY DELAWARE |

RECEIVING PARTY DATA

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|------------------------|--|
| Name: | Media Newco LLC |
| Street Address: | 2400 West Empire Avenue, Suite 200 |
| City: | Burbank |
| State/Country: | CALIFORNIA |
| Postal Code: | 91504 |
| Entity Type: | CORPORATION DELAWARE LIMITED LIABILITY COMPANY DE (X) |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 3585396 | STOCK MEDIARECALL |
| Registration Number: | 3585386 | DONEI |
| Registration Number: | 3585325 | MEDIARECALL |
| Registration Number: | 3500941 | MEDIARECALL |

CORRESPONDENCE DATA

Fax Number: 2026002261
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (202) 600-2270
 Email: aspivak@mosaiclegalgroup.com
 Correspondent Name: Andrew Spivak c/o Mosaic Legal Group
 Address Line 1: 5185 MacArthur Boulevard, NW, Suite 350
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20016-3341

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|---------------------------|------------------|
| NAME OF SUBMITTER: | Andrew N. Spivak |
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| Signature: | /Andrew N. Spivak/ |
| Date: | 10/25/2013 |
| Total Attachments: 2 source=DMS transfer to Media Newco#page1.tif source=DMS transfer to Media Newco#page2.tif | |

CAPITAL CONTRIBUTION AGREEMENT

THIS CAPITAL CONTRIBUTION AGREEMENT (the "Agreement"), dated as of December 28, 2012, is entered into by and between Deluxe Media Services LLC, a Delaware limited liability company ("Parent"), and Media Newco LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("Subsidiary").

RECITALS

A. Parent wholly owns Subsidiary and wishes to contribute as capital to Subsidiary all the assets, liabilities, rights and interests held by Parent in the businesses and operations of Parent (other than (x) the assets, liabilities and interests in the business divisions known as Filmcore Distribution and Cinetech and (y) Parent's ownership interest in Javelin Distribution, LLC), namely: (i) DMDC West (Hollywood) (including, without limitation, any assets and liabilities relating to the business units formerly known as Sherman Oaks (telecine) and Flower Street (post production)), (ii) DMDC East (Northvale Post), (iii) Syndication, (iv) Chace, (v) MediaRecall, (vi) Deluxe Archive Solutions (post production), and (vii) Encore Hollywood, ETV and ETV Admin (including, without limitation, any assets and liabilities relating to the business unit formerly known as Next Element (Mobilabs Post)) (collectively, the "Business Divisions");

B. Parent wholly owns Subsidiary and wishes to contribute as capital to Subsidiary all the ownership interests Parent holds in Syndistro, LLC, a Delaware limited liability company (which represents one-third (1/3) of the outstanding ownership interests of such limited liability company) (the "Syndistro Interest"); and

C. The Business Divisions and the Syndistro Interest are referred to herein, collectively, as the "Contributed Assets and Liabilities".

NOW, THEREFORE, the parties agree as follows:

1. Contribution and Assignment. Effective as of 9:00 a.m. Eastern time, December 28, 2012, Parent hereby irrevocably contributes, assigns, transfers, grants and conveys to Subsidiary, pursuant to Section 351 of the Internal Revenue Code, as amended, all of the assets, liabilities, rights and interests and equities Parent holds in the Contributed Assets and Liabilities (collectively, the "Contribution").

2. Acceptance.

(a) The Subsidiary hereby accepts the Contribution.

(b) No further securities of Subsidiary will be issued to Parent as a result of Parent's capital contribution pursuant to this Agreement.

Step 1A

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3. Miscellaneous.


(a) This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with and governed by the substantive laws and judicial decisions of the State of Delaware, excluding any choice of law principle that may require the application of the laws of another jurisdiction.

(b) This Agreement embodies the entire agreement between the parties, supersedes all prior agreements and understandings between such parties, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by each party hereto.

(c) The terms of this Agreement shall be binding upon, and shall inure to the benefit of, Parent, Subsidiary and their respective successors and assigns.


IN WITNESS WHEREOF, the parties have caused this Capital Contribution Agreement to be executed, each by its duly authorized officer or representative, all on the day and year first above written.

DELUXE MEDIA SERVICES LLC

By: 
Name: Scott R. Ehrlich
Title: Executive Vice President &
General Counsel

MEDIA NEWCO LLC

By: Deluxe Media Services LLC,
its sole member

By: 
Name: Scott R. Ehrlich
Title: Executive Vice President &
General Counsel