

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
Nextpoint Assets, LLC		10/08/2013	LTD LIAB JT ST CO: DELAWARE
RECEIVING PARTY DATA			
Name:	Defy Media, LLC		
Street Address:	498 Seventh Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85916758	PROTOTYPE	
CORRESPONDENCE DATA			
Fax Number:	6177375020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-568-5210		
Email:	swatson@patentgc.com		
Correspondent Name:	Stacey J. Watson, Patent GC LLC		
Address Line 1:	176 Federal Street, 5th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey J. Watson		
Signature:	/Stacey J. Watson/		
Date:	12/20/2013		
Total Attachments: 3 source=Nextpoint Assets - Defy Media#page1.tif source=Nextpoint Assets - Defy Media#page2.tif source=Nextpoint Assets - Defy Media#page3.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of October 8, 2013 (the "Effective Date") by NEXTPOINT ASSETS, LLC (the "Assignor"), for the benefit of DEFY MEDIA, LLC (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Contribution Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered design mark and trade name, "**PROTOTYPE**," Serial No. 85/916758, which exists as of the Effective Date and is related to the Contributor's Business, together with the goodwill of the business associated therewith (the "Mark").

NOW, THEREFORE, in consideration of the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Mark, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Mark and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

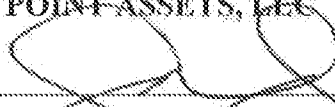
5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

NEXTPPOINT-ASSETS, LLC

By:  _____

Name: *Gina DiGiovanna*

Title: *Secretary*

DEFY MEDIA, LLC

By:  _____

Name: *Gina DiGiovanna*

Title: *Secretary*