

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
RT Holding S.a.r.l.		10/18/2013	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Licensing IP International S.a.r.l.		
Street Address:	32 Boulevard Royal		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2449		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77605467	REDTUBE	
Serial Number:	77649785	REDTUBE	
Serial Number:	77978596	REDTUBE	
Serial Number:	77980627	REDTUBE	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508152600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Harold Milstein c/o Sheppard Mullin et a		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	19TJ-141162/RT-IP LICENSE		
DOMESTIC REPRESENTATIVE			

900275892

TRADEMARK
 REEL: 005183 FRAME: 0418

CH \$115.00 77605467

Name: Harold Milstein c/o Sheppard Mullin et a
Address Line 1: 379 Lytton Avenue
Address Line 4: Palo Alto, CALIFORNIA 94301

NAME OF SUBMITTER:

Harold Milstein

Signature:

/HaroldMilstein/

Date:

12/30/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made by and between RT Holding S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with registered address at 32 Boulevard Royal, L-2449 Luxembourg, Luxembourg (“Assignor”), and Licensing IP International S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with registered address at 32 Boulevard Royal, L-2449 Luxembourg, Luxembourg (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks and the associated trademark applications and registrations listed in Exhibit A attached (the “Assignor Trademarks”); and

WHEREAS Assignee is desirous of acquiring the Assignor Trademarks and Assignor is willing to assign the Assignor Trademarks to Assignee.

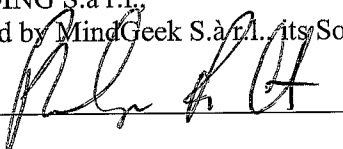
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns and transfers its rights as follows:

1. Assignor does hereby transfer and assign to Assignee all of its right, title, and interest in and to the Assignor Trademarks, together with the goodwill associated therewith, including the right to recover for damages and profits for past infringements of the Assignor Trademarks.

2. Assignor further agrees to execute additional documents as required by the relevant trademark offices and as reasonably necessary to effect this assignment.

RT HOLDING S.à r.l.
represented by MindGeek S.à r.l., its Sole Manager

Date: 18 October 2013

By: 

Name: Philippe Poiré Côté

Title: Manager

LICENSING IP INTERNATIONAL S.à r.l.
represented by MindGeek S.à r.l., its Sole Manager

Date: 18 October 2013

By: _____

Name: Stéphane Sadoune

Title: Manager

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RT HOLDING S.à r.l.,
represented by MindGeek S.à r.l., its Sole Manager

Date: 18 October 2013

By: _____

Name: Philippe Poiré Côté

Title: Manager

LICENSING IP INTERNATIONAL S.à r.l.
represented by MindGeek S.à r.l., its Sole Manager

Date: 18 October 2013

By:  _____

Name: Stéphane Sadoune

Title: Manager

Trademark	Country	Application Number	Registration Number	Status	Registration Date	Next Renewal Date
REDTUBE	United States of America	77/605,467	4,035,355	Registered	04-Oct-2011	04-Oct-2021
REDTUBE	United States of America	77/649,785	4,038,901	Registered	11-Oct-2011	11-Oct-2021
REDTUBE	United States of America	77/978,596	3,843,119	Registered	31-Aug-2010	31-Aug-2020
REDTUBE	United States of America	77/980,627	3,884,412	Registered	30-Nov-2010	30-Nov-2020