

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDSTREAM MEDIA INTERNATIONAL, N.V.		12/30/2013	CORPORATION: NETHERLANDS ANTILLES
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 West Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	A NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3534702	YOUPOORN	
Registration Number:	3716207	YP	
CORRESPONDENCE DATA			
Fax Number:	3102318311		
	<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) 312-3750		
Email:	skb@msk.com		
Correspondent Name:	Steve Bevins/Mitchell Silberberg & Knupp		
Address Line 1:	11377 West Olympic Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683		
ATTORNEY DOCKET NUMBER:	43277-0/MIDSTREAM		
NAME OF SUBMITTER:	Evan M. Kent		

OP \$65.00 3534702

Signature:	/EMK012362/
Date:	12/31/2013
Total Attachments: 3 source=midstreamsecgrant#page1.tif source=midstreamsecgrant#page2.tif source=midstreamsecgrant#page3.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Midstream Media International, N.V. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 28, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cortland Capital Market Services LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

AG
30/12/13

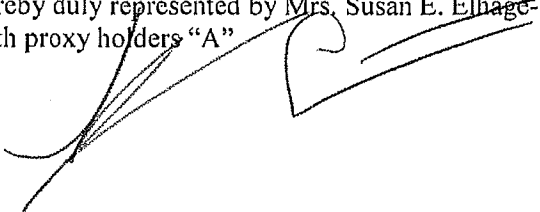
IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized on December 30, 2013.

Midstream Media International N.V.

By: e-Management N.V., its Managing Director

Hereby duly represented by Mrs. Susan E. Elhage-Elmzoon & Mr. Gustaaf J. Barhorst

Both proxy holders "A"

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, somewhat abstract shape. It is positioned over the text "Both proxy holders 'A'" and extends upwards and to the right.

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARKS

1. Registered Trademarks
2. Trademark Applications
3. Trademark Licenses

Registered Trademarks

Midstream Media International, NV	YOUPORN & Design	Australia	123057 1	19-Mar-08	1230571	20-Sep-10
Midstream Media International, NV	YOUPORN & Design	Switzerland	56677/ 2009	10-Jul-09	592402	19-Oct-09
Midstream Media International, NV	YOUPORN & Design	United States	77/121 527	2-Mar-07	3534702	18-Nov-08
Midstream Media International, NV	YOUPORN (block letters)	Australia	112982 696	1-Feb-10	1229826	14-Mar-08
Midstream Media International, NV	YOUPORN (block letters)	Australia	122982 6	14-Mar-08	1229826	1-Feb-10
Midstream Media International, NV	YP	United States	77/468 846	8-Mar-08	3716207	24-Nov-09
Midstream Media International, NV	YOUPORN & Design	Australia	123057 1	19-Mar-08	1230571	20-Sep-10
Midstream Media International, NV	YOUPORN & Design	Brazil	830315 918	19-Jun-09	83031591 8	8-May-12
Midstream Media International, NV	YOUPORN & Design	Canada	145341 4	29-Sep-09	774420	13-Aug-10
Midstream Media International, NV	YOUPORN & Design	European Community	935114	3-Aug-07	TR93511 4	3-Aug-07
Midstream Media International, NV	YOUPORN & Design	International	A0009 109	3-Aug-07	IR 935114	3-Aug-07
Midstream Media International, NV	YOUPORN & Design	Mexico				
Midstream Media International, NV	YOUPORN & Design	New Zealand	808276	19-Jun-09	808276	19-Dec-09
Midstream Media International, NV	YOUPORN & Design (in color)	European Community	884642 1	29-Jan-10	8846421	27-Jul-10
Midstream Media International, NV	YP	European Community	935558 7	6-Sep-10	9355587	
Midstream Media International, NV	YP	Italy	VC000 051	31-Dec-09		

A J
30/12/13