

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Clevver Media, LLC		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Alloy Digital, LLC		
Street Address:	498 Seventh Ave, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	4153821	CLEVVER	
Registration Number:	4153822	CLEVERTV	
<b>CORRESPONDENCE DATA</b>			
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:	01/13/2014		
Total Attachments: 2 source=Assignment of Clevver Marks to Alloy Digital (12 31 2013)#page1.tif source=Assignment of Clevver Marks to Alloy Digital (12 31 2013)#page2.tif			

OP \$65.00 4153821

TRADEMARK ASSIGNMENT

WHEREAS, Clevver Media, LLC ("Assignor"), a Delaware Limited Liability Company, owns all right, title, and interest in and to the United States Trademark registrations set forth in Exhibit A and all rights at common law, all of which are valid and subsisting, (hereinafter the "Marks").

WHEREAS, Alloy Digital, LLC ("Assignee"), a Delaware Limited Liability Company having a principal place of business at 498 Seventh Ave, 19<sup>th</sup> Floor, New York, NY 10018, is desirous of acquiring all of Assignor's Marks.

NOW THEREFORE, for the receipt of one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, does hereby assign, transfer, grant, sell, and set over to Assignee: (a) Assignor's entire right, title, and interest in and to the Marks throughout the world, together with the goodwill of Assignor's business in connection with which the Marks are used, and (b) the full right to sue for past, present, or future infringement of the Marks, all of these rights to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor. For the consideration aforesaid, Assignor will, upon request, and at Assignee's sole expense and at no expense to Assignor, execute additional lawful papers and generally do all other lawful acts reasonable and necessary to give effect to and record this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by its duly authorized representatives effective as of the 31 day of Dec, 2013.

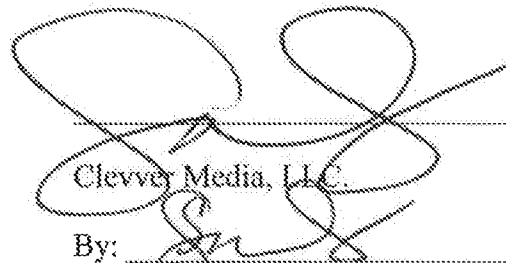
  
Clevver Media, LLC.  
By: \_\_\_\_\_  
Name: Gina Di Giona  
Title: Secretary

EXHIBIT A TO TRADEMARK ASSIGNMENT

Country	Mark	Class	Serial No. Registration No.	Registration Date
United States	CLEVVER	38, 41	85/442785 4,153,821	6/5/2012
United States	CLEVVERTV	38, 41	85/442790 4,153,822	6/5/2012