

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAMPLE DIGITAL HOLDINGS, LLC		04/04/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DAX PFT, LLC		
<b>Street Address:</b>	1800 N. VINE STREET		
<b>City:</b>	HOLLYWOOD		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2704736	DIGITAL DAILIES	
<b>Registration Number:</b>	3243057	IDAILIES	
<b>Registration Number:</b>	4093233	DAX D3	
<b>Serial Number:</b>	85760068	DAX MOBILE	
<b>Serial Number:</b>	85903432	DAX	
<b>Serial Number:</b>	85903438	YOUR MEDIA UNIVERSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3107343300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310-734-3200		
<b>Email:</b>	emiyake@steptoe.com		
<b>Correspondent Name:</b>	Steptoe & Johnson llp		
<b>Address Line 1:</b>	2121 Avenue of the stars		
<b>Address Line 2:</b>	suite 2800		
<b>Address Line 4:</b>	Los angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	83342.00001		
<b>NAME OF SUBMITTER:</b>	BRIOOKE W. QUIST		
<b>SIGNATURE:</b>	/BROOKE W. QUIST/		

CH \$165.00 2704736

<b>DATE SIGNED:</b>	07/02/2014
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**Total Attachments: 4**  
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source=Sample\_Digital\_Trademark\_Assignment#page4.tif

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (the “Assignment”), dated as of April 4, 2014, is entered into by and between Sample Digital Holdings, LLC, a California Limited Liability Company with an address at 100 Corporate Pointe, Suite 350, Culver City, CA 90230 (the “Assignor”) and DAX PFT, LLC, a Delaware limited liability company, with principal offices at 1800 N. Vine St., Hollywood, CA 90028 (the “Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 10, 2014, (the “Asset Purchase Agreement”), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept, all of Assignor’s right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on **Schedule A** hereto, including all related common law rights with respect thereto and the goodwill associated therewith (the “Trademarks”) among other Acquired Assets (as defined in the Asset Purchase Agreement); and

**WHEREAS**, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, as well as that portion of Assignor’s business to which the Trademarks pertain.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Assignment.** Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor’s right, title and interest in, to and under the Trademarks throughout the universe, including all registrations and applications thereof and the goodwill symbolized thereby, as well as that portion of Assignor’s business to which the Trademarks pertain, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. **Further Assurances.** Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Asset Purchase Agreement, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed. If Assignor fails, refuses, is unavailable, or, despite Assignee’s reasonable efforts, cannot be located to execute such documents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorneys-in-fact to act for and on Assignor’s behalf solely to execute

EXECUTION VERSION

such documents or papers with the same legal force and effect as if executed by Assignor.

3. **Counterparts; Effectiveness.** This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. **Headings.** The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. **Governing Law.** This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.


6. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

**ASSIGNOR:**

Sample Digital Holdings, LLC  
a California Limited Liability Company

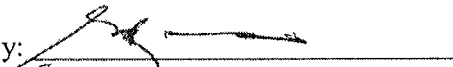
By:   
Patrick Macdonald-King  
Chief Executive Officer

Acknowledged and  
Accepted:

**ASSIGNEE:**

DAX PFT, LLC:

By: PRIME FOCUS TECHNOLOGIES INC.

By:   
Ramki Sankaranarayanan  
Chief Executive Officer

**SCHEDULE A  
ASSIGNMENT OF TRADEMARKS**

U.S. Trademark Registrations

Digital Dailies	Reg. No. 2704736
iDailies	Reg. No. 3243057
DAX   D3	Reg. No. 4093233

U.S. Trademark Applications

DAX Mobile	Ser. No. 85760068
DAX	Ser. No. 85903432
Your Media Universe	Ser. No. 85903438

Canadian Trademark Applications

DAX Cloud	Application No. 1,646,739
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