

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonic Solutions LLC		09/09/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Scenarist, LLC		
Street Address:	Box 2603		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94948		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2171718	SCENARIST	
CORRESPONDENCE DATA			
Fax Number:	6503911395		
<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>			
Phone:	6503911381		
Email:	DBrodybrown@LRRLaw.com		
Correspondent Name:	Dana Brody-Brown, Lewis Roca Rothgerber		
Address Line 1:	4300 Bohannon Drive, Suite 230		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	300458-00012/TB		
NAME OF SUBMITTER:	Dana Brody-Brown		
SIGNATURE:	/Dana Brody-Brown/		
DATE SIGNED:	12/12/2014		
Total Attachments: 11			
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QUITCLAIM OF CERTAIN INTELLECTUAL PROPERTY RIGHTS

This Quitclaim of Certain Intellectual Property Rights (this "*Agreement*"), dated as September 9, 2014 (the "*Effective Date*"), is made and entered into by and between Sonic Solutions LLC ("*Assignor*") and Scenarist, LLC ("*Assignee*").

1. Quitclaim. In consideration for the consideration described in this Agreement, Assignor hereby irrevocably quitclaims and assigns to Assignee Assignor's rights to the Assets. The "*Assets*" shall be defined as:

(a) Whatever ownership of the copyright Assignor currently has in the following, and an electronic copy of each of the following, in object code and source code (collectively, the "*Code*"): Scenarist DVD, Scenarist BD, Scenarist Designer, Scenarist BDJ Converter, Scenarist QC, and Scenarist dongle provisioning software;

(b) Electronic copies of documentation and courseware Assignor is able to readily find on its existing electronic storage systems through reasonably diligent efforts, provided, however, that Assignor shall not be required to search through electronic storage backup tapes or restore old systems for such materials;

(c) Ownership of the following domain names: scenarist.com and scenaristdesigner.com; and

(d) Ownership in the trademark registrations for the word mark SCENARIST as listed in the attached Schedule "A".

Notwithstanding anything to the contrary, in no event are any other assets or rights, implied or otherwise, being assigned, licensed or otherwise conveyed. Without limiting the generality of the foregoing, no patent rights, other trademarks, other domain names, other software or code or other documentation is being assigned or conveyed.

2. Delivery. Any copies of the above to be delivered shall be via electronic means.

3. Patents. No patent ownership, rights or licenses are being assigned, granted or otherwise conveyed with respect to the Code or other Assets, expressly, implicitly, by estoppel or otherwise. Without limiting the generality of the foregoing, to the extent that Assignor or any of Assignor's affiliates have any patents that read on the Code (or on the implementation thereof) such patent rights shall be retained by Assignor and Assignor's affiliates, and shall not be assigned or licensed to Assignee.

4. Term. The "*Term*" of this Agreement, and all obligations under this Agreement (other than those that survive the Term), shall commence on the Effective Date and shall last until such time that the Assets or their derivatives are permanently no longer being used. Either party may terminate this Agreement if the other party is in material breach of this Agreement and has failed to cure such breach within 30 days of written notice by the other.

5. NO WARRANTY OR INDEMNITY. ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ASSETS OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT AND MERCHANTABILITY; AND (B) ASSIGNOR SHALL HAVE NO INDEMNITY OBLIGATIONS. IN NO EVENT WILL ASSIGNOR BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR

ANY GENERAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER, ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO EVENT WILL ASSIGNOR'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE BY ASSIGNEE TO ASSIGNOR UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

6. Assignor's Continuing Obligations. Assignor's sole obligation (in addition to making the conveyances described above), shall be to:

- (a) Provide electronic copies of the items described in Sections 1(a) and (b).
- (b) Execute and deliver to Assignee all documents to be signed by Assignee that are necessary to effectuate the transfer of the SCENARIST trademark registrations in Schedule A to the Assignee;
- (c) Deliver to Assignee any documents in possession of Assignor that are associated with the registrations of the SCENARIST trademarks listed in Exhibit "A"; and
- (d) Inform the appropriate registrar to effectuate the transfer of the domain names listed in section 1(c) to the Assignee.

Assignor shall have no other obligations or liabilities of any kind to Assignee. For the avoidance of doubt, Assignee shall have sole responsibility for any filings (and all expenses related thereto) with the relevant trademark office or any other third party of the assignments contemplated above.

7. Assignee's Payment Obligations and Certain Other Obligations.

(a) Upfront Payment. Assignee shall pay Assignor US\$1.00 within five business days of the Effective Date.

(b) Reimbursement of Costs. Assignee shall reimburse Assignor for Assignor's external and internal costs associated with the transactions contemplated by this Agreement, by paying to Assignor \$15,000 within five business days of the Effective Date, in a method in accordance with Section 7(e) of this Agreement, to the account that Assignor designates.

(c) Economic Participation. Assignee (and all assignees and exclusive licensees of Assignee and all who ultimately are assigned or exclusively licensed the Code) shall have the following obligations:

(i) Assignee shall pay Assignor the following amount of gross receipts with respect to the Code (or any derivatives of the Code) or support (meaning specifically engineered bug fixes, software updates or software upgrade releases, or the right to receive any of the foregoing) of the Code (and such derivative works): 10% of the amount of gross receipts exceeding US\$1,500,000 but not exceeding US\$2,500,000, and 15% of the amount of gross receipts exceeding US\$2,500,000. The foregoing thresholds are "inception to date thresholds" (i.e., they refer to amounts collected over the life of the Term, they do not reset each quarter or each year).

(ii) In the event that Assignee (or any subsequent assignee or exclusive licensee) assigns or exclusively licenses any of the Code to any third party, Assignee (and all subsequent

assignees and exclusive licensees) shall require that such third party or sublicensee agree to the terms of this Agreement, including, without limitation, the payment provisions in this Section. Additionally, Assignee shall pay (and shall cause all subsequent assignees and exclusive licensees who further assign or exclusively license, to pay) Assignor the following percentage of all amounts received in consideration for such an assignment or exclusive sublicense: (a) 80% if the agreement for such assignment or sublicense is executed prior to the first anniversary of the Effective Date; (b) 60% if the agreement for such assignment or sublicense is executed prior to the second anniversary of the Effective Date; (c) 40% if the agreement for such assignment or sublicense is executed prior to the third anniversary of the Effective Date; (d) 30% if the agreement for such assignment or sublicense is executed prior to the fourth anniversary of the Effective Date; and (e) 20% if the agreement for such assignment or sublicense is executed prior to the fifth anniversary of the Effective Date.

(d) License Fee Statements and Payments. Except as otherwise set forth in this Agreement, all fees or payments due to Assignor hereunder shall be due and payable to Assignor within thirty (30) days after the end of each calendar quarter during the Term. Further, Assignee shall provide a complete and accurate statement of account to Assignor within thirty (30) days after the end of each calendar quarter during the Term in such form and containing such information as may be specified by Assignor from time to time (i.e., Assignee shall use the Excel-based, reporting template provided by Assignor). Each such statement shall be in writing and certified by an officer of Assignee and sent to the following address: reports@rovicorp.com.

(e) Payments Generally. All fees and any other amounts due and payable to Assignor hereunder shall be made via wire transfer, or ACH, as Assignor may request, in accordance with instructions to be supplied by Assignor during the Term, and in United States dollars in full without set off or deduction of any kind or nature. The receipt or acceptance by Assignor of any statements or of any payments in respect of fees or any other amounts due and payable to Assignor hereunder (or the cashing of any checks evidencing such payments) shall not preclude Assignor from questioning the correctness thereof at any time, and in the event any inconsistencies, mistakes or errors are discovered in the statements or payments, such mistakes shall be immediately rectified and the appropriate payment made by Assignee.

(f) Withholding Taxes. If Assignee is required by any competent taxing authority to withhold taxes from payments made to Assignor hereunder, then Assignee shall deduct such withholding tax from the payment to Assignor and in such event shall pay such tax to the taxing authority on behalf of Assignor. Assignee shall obtain for and provide to Assignor, within ninety (90) days after submitting such withholding tax (and no longer than one year after the period for which the corresponding Assignee fee payment was made), the original tax certificate or receipt issued by the taxing authority evidencing such tax payment and sufficient to allow Assignor to apply for an appropriate tax credit. In the event Assignee does not so provide the original tax certificate or receipt issued by the taxing authority, Assignee shall be liable for and shall reimburse Assignor for the amounts deducted as withholding taxes from the payment. The Parties agree to take all reasonable steps before payment is made to reduce or eliminate withholding taxes under applicable law, including income tax treaties. Such original tax certificate or receipt shall be sent to Assignor at the following address:

Sonic Solutions LLC
c/o Rovi Corporation
Attn: Credit Department
7140 S. Lewis Avenue
Tulsa, OK 74136

(g) Sales and Other Taxes. Assignee agrees to pay all sales tax, use tax, value added tax, goods and services tax, transaction tax or similar excise tax due to any taxing authority with respect to transactions resulting from this Agreement. If Assignor is required by any taxing authority to collect and remit any such taxes to a taxing authority, Assignor shall invoice any such taxes to Assignee and Assignee shall pay Assignor for such taxes.

(h) Time of Essence; Interest. Time is of the essence with respect to the furnishing of all statements and the making of all payments due hereunder. All amounts payable by Assignee to Assignor that are not paid within thirty (30) days after the due date thereof shall bear interest equal to the lower of (i) the maximum rate allowed by law or (ii) one percent (1%) per month, computed from the original date due until paid.

(i) Planning Reports. Assignee shall provide Assignor within forty-five (45) days prior to the end of each calendar year of the Term with a non-binding report setting forth projections for the next year in the form requested by Assignor. Planning reports shall be submitted in the same manner as provided in Section 7(d).

(j) Reasonable Efforts to Exploit. Assignee shall use reasonable efforts to try to license, and sell support services for, the Code to third parties and to try to maximize the amount of revenue to be derived through such licenses and support.

(k) Royalties. To the extent that any third parties are owed any royalties or other amounts with respect to the exploitation of the Code, Assignee shall pay such third parties.

8. Confidentiality.

(a) Definition of Confidential Information. In connection with this Agreement each party may disclose its Confidential Information (the "*Disclosing Party*") to the other (the "*Receiving Party*"). "*Confidential Information*" means the terms and conditions of this Agreement as well as any information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business or personal information of the Disclosing Party, or any information that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified either orally or in writing as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party prior to its receipt from the Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation to have been developed by the Receiving Party without reference to any Confidential Information.

(b) Use of Confidential Information. Each party agrees to use Confidential Information disclosed under this Agreement only in relation to this Agreement, and not to disclose the other party's Confidential Information to any third party except as expressly provided in this Agreement. Each party will disclose Confidential Information only to those employees and contractors who have a need to know such Confidential Information and who are bound to retain the confidentiality under agreements that include provisions at least as protective as those set forth in this Agreement. Each party will maintain the other party's Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Either party may disclose Confidential Information to the extent necessary to comply with law or judicial process, or to cooperate with law enforcement, but shall seek maximum confidential treatment available (including through a protective order if available), and shall notify the other party so that the other party too may seek confidential treatment.

(c) Publicity: Statements to Third Parties. Assignee shall have the right to issue the press release attached hereto as Exhibit "B" regarding this transaction. Otherwise, Assignee shall have no right to mention Assignor or any affiliate of Assignor with reference to the transactions contemplated by this Agreement, or to imply that Assignor or any affiliate of Assignor is in any way responsible for any of the Assets.

9. Audit. Assignee shall keep complete and accurate books of account and records relating to the subject matter of this Agreement, including all transactions relating to the rights and licenses granted and all amounts due and payable to Assignor hereunder. Without limiting the generality of the foregoing, Assignee shall make available to Assignor, or an independent auditing firm selected by Assignor, without restriction, reports and information necessary for Assignor to verify the transactions relating to all amounts due and payable to Assignor hereunder. During the Term and for a period of three (3) years after the expiration or earlier termination of the Term, Assignor, or an independent auditing firm selected by Assignor, shall have the right, upon ten (10) days prior written notice to Assignee, to examine and audit said books of account and records during normal business hours to determine the accuracy and completeness of the statements and payments rendered by Assignee hereunder. If any examination and audit discloses that Assignee owes any amounts to Assignor, then Assignee shall immediately pay such deficiency plus interest thereon in the amount provided for in Section 7. If any examination and audit discloses that Assignee owes any amounts to Assignor in excess of five percent (5%) of the amounts previously paid, then Assignee shall also immediately pay the reasonable costs of such examination and collection.

10. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, Assignor's affiliates, and each of their respective officers, directors and employees (collectively, the "Indemnitees") for any claims brought against any of the Indemnitees with respect to any of the Assets which claim relates to damages suffered after the Effective Date, as well as for any breach by Assignee of any obligations under this Agreement.

11. General

(a) Entire Agreement: Amendment. This Agreement constitutes the complete and entire understanding and agreement, and supersedes any and all prior and contemporaneous understandings and agreements (whether written or oral), between the Parties with respect to the subject matter hereof. This Agreement may not be amended except by written instrument duly executed by each of the Parties.

(b) Binding Effect: Assignability. This Agreement and the obligations of the parties hereunder shall be binding upon the parties and their respective successors, permitted assigns and legal representatives.

(c) Survival. The provisions of Sections 1, 3, 4, 5, 7, 8, 9, 10 and 11 shall survive the expiration or earlier termination of the Term of this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Venue for any proceedings arising out of or related to this Agreement shall be in a court within the State of California and the county of Santa Clara. Each Party hereby consents to the exclusive personal jurisdiction of such California courts and unequivocally waives any and all defenses and/or rights to challenge the jurisdiction or venue of such courts.

(e) Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder, or the written waiver thereof, preclude any other exercise of the same right or of any other right hereunder.

(f) Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and if any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable the same shall not affect the validity of this Agreement or of any other provision hereof and this Agreement shall be interpreted and construed as if such provision, to the extent invalid, illegal or unenforceable, had not been contained herein.

(g) Notices. All notices, consents, waivers and any other communications given under this Agreement shall be in writing and shall be deemed effectively given (i) upon personal delivery to the Party to be notified, (ii) when received by confirmed facsimile transmission if received during normal business hours on a business day, or, if not, then on the next business day, or (iii) two (2) business days after deposit with an internationally recognized overnight courier, with written verification of receipt. Notices shall be delivered or sent to the following addresses (or to such other address as either Party may notify to the other from time to time):

All notices to Assignor shall be addressed to:

Sonic Solutions
c/o Rovi Corporation
2830 De La Cruz Blvd
Santa Clara, CA 95050
Fax: 408 567 1807

All notices to Assignee shall be addressed to:

Scenarist, LLC
Box 2603
Novato, CA 94948
info@scenarist.com

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

(i) Section Headings. The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

(j) No Agency. Nothing in this Agreement shall be deemed to create any agency, joint venture or partnership between the Parties and no Party has the authority to bind the other.

(k) Remedy. No right or remedy conferred upon either Party under this Agreement shall be exclusive of any other right or remedy a Party may have at law, equity or otherwise and any such right or remedy shall, to the extent permitted by law, be in addition to any other right or remedy the Party may have.

IN WITNESS WHEREOF, the parties have caused this Quitclaim of Certain Intellectual Property Rights to be effective as of the Effective Date set forth above.

SONIC SOLUTIONS LLC

By: Brett Realy

Name:

Title:

Date:

Brett Realy

Authorized Signatory

9/10/14

SCENARIST, LLC

By: Rolf Hartley

Name: Rolf Hartley

Title: President

Date: September 9, 2014

TRADEMARK

REEL: 005418 FRAME: 0808

Exhibit "A"

Trademark Registrations

Trademark	Country	Class	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Renewal
SCENARIST	China (People's Republic)	9	Registered	960070180	6/14/1996	1432541	8/14/2000	Sonic Solutions LLC	8/13/2020
SCENARIST	China (People's Republic)	42	Registered	960070175	6/14/1996	1097458	9/7/1997	Sonic Solutions LLC	9/6/2017
SCENARIST	Denmark	009, 042	Registered	33961996	6/6/1996	3343199 7	8/8/1997	Sonic Solutions LLC	8/8/2017
SCENARIST	Japan	9	Registered	716492	2/21/1995	4001101 0	5/16/1997	Sonic Solutions LLC	3/16/2017
SCENARIST	Taiwan	9	Registered	8527552	6/6/1996	769953	8/1/1997	Sonic Solutions LLC	7/31/2017
SCENARIST	Taiwan	42	Registered	8527553	6/6/1996	92801	8/1/1997	Sonic Solutions LLC	7/31/2017
SCENARIST	United States of America	9	Registered	75123432	6/21/1995	2171718	7/7/1998	Sonic Solutions LLC	7/7/2018
SCENARIST (Katakana)	Japan	9	Registered	7016491	2/21/1995	3341519	8/22/1997	Sonic Solutions LLC	8/22/2017
SCENARIST (Stylized)	Canada	N/A	Registered	814596	6/7/1996	TMA523 558	2/22/2000	Sonic Solutions LLC	2/22/2015
SCENARIST (Stylized)	Japan	9	Registered	842543	4/17/1996	4168197	7/17/1998	Sonic Solutions LLC	7/17/2018

Exhibit "B"

Press Release

SCENARIST, LLC ACQUIRES AUTHORIZING TECHNOLOGY Company To Support Hollywood's 4K UHD Blu-ray Disc Evolution

(September 11, 2014 IBC, Amsterdam, The Netherlands) Scenarist®, LLC, a leading digital entertainment technology company based in Marin County, California, announced today that it has entered into an assignment agreement to acquire rights to DVD-Video and Blu-ray Disc authoring technology from a subsidiary of Rovi Corporation of Santa Clara, California (NASDAQ: ROVI). Scenarist, LLC will provide support and mission critical enhancements such as 4K UHD (ultra high-definition) multiplexing support to its Scenarist BD authoring systems which are a standard for Hollywood major motion picture studios and Blu-ray Disc production facilities around the world. Packaged media entertainment remains a key revenue source for major motion picture studios worldwide, and today's technology acquisition agreement will strengthen the overall digital entertainment business model across the professional production industry.

"Our business relies on technology advances in the digital media space, and right now we are preparing for the 4K video content addition to the Blu-ray Disc specification," said Mr. Matthias Stiehler, managing director at GLS Studio GmbH, a major authoring facility located in Munich Germany. "We are very excited that Scenarist, LLC is here to continue to innovate and provide new products and support for the long-term."

The Blu-ray Disc Association (BDA) confirmed an extension of the Blu-ray Disc specification to include 4K at the Consumer Electronics Show (CES) in January this year. At IFA 2014, the BDA indicated that they anticipated finalization of the specifications for 4K BDs including potentially a larger format disc carrier by summer 2015 and the first players arriving by Christmas 2015.

"We are very excited with the news about Scenarist LLC, and that they will be a key asset to the success of 4K UHD contents on Blu-ray Discs," said Victor Matsuda, chairman of the Blu-ray Disc Association in Tokyo, Japan. "We look forward to working closely with Scenarist LLC to make 4K BD a worldwide success."

"Our Blu-ray Disc title demand has increased this year, and we don't see it slowing down anytime soon," said Masanori Nishi, Unit Manager, Package Unit, IMAGICA Corporation in Japan. "We are very excited that Scenarist, LLC will be there to support us as we also look forward to 4K title production in the future."

"BD and Blu-ray physical media are proven carriers for great entertainment and have an on-going place in the living room for consumers everywhere," said, Jim Taylor,

renowned author of the "DVD Demystified" and Blu-ray Disc Demystified" series, the definitive texts on the specifications. "The fact is, no matter how you look at, these formats are going strong and evolving with ultra-resolution video content sure to please consumers for years to come."

"We are delighted with the ground-swell of support we have received across the industry for Scenarist, LLC," said Rolf Hartley, president of Scenarist, LLC. "With the launch of Scenarist LLC, we are providing the technical backstop for the industry's high-end authoring studios as well as the go-forward innovation that Hollywood demands."

Authoring studios that service the home video departments at major motion picture studios quickly standardized on the Scenarist brand DVD-Video and Blu-ray Disc suite of authoring tools due to the systems' flexibility in player control, and strict adherence to the format specifications. Today millions of DVDs and Blu-ray Disc titles have been commercially released using Scenarist products and the projection for title output through 2015 is increasing.

Scenarist LLC has retained key former staff from Sonic Solutions' Professional Technology Group that was responsible for the research and development of Scenarist authoring systems including Scenarist DVD, Scenarist HDMV, Scenarist BD-J, and Scenarist Designer.

About Scenarist, LLC

Based in Marin County, California, Scenarist, LLC is a technology company focused on providing high-end authoring technology for consumer release entertainment formats on physical carrier and over the top delivery online. The company's core products include Scenarist DVD and Scenarist Blu-ray that are used to release the vast majority of commercially released DVDs and BD titles.