

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Singular Software Inc.		07/21/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Red Giant, LLC		
Street Address:	14525 SW Milikan Way #41659		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3847789	PLURALEYES	
CORRESPONDENCE DATA			
Fax Number:	6516867111		
<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:	651-259-2303		
Email:	ljoyce@ip-firm.com		
Correspondent Name:	Eric Curtin, Crawford Maunu PLLC		
Address Line 1:	1150 Northland Drive, Suite 100		
Address Line 4:	St. Paul, MINNESOTA 55120		
ATTORNEY DOCKET NUMBER:	REDG.017TM		
NAME OF SUBMITTER:	Eric J. Curtin		
SIGNATURE:	/Eric J. Curtin/		
DATE SIGNED:	09/09/2015		
Total Attachments: 9			
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CONVEYANCE AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Conveyance and Assignment of Intellectual Property Rights ("Agreement") is made as of the 21 day of July, 2012 ("Effective Date") by Singular Software Inc., a Canadian corporation located at 16479 92A Avenue, Surrey, BC, V4N 5N1, Canada ("Assignor"), in favor of Red Giant, LLC, a Utah limited liability company with an address of 14525 SW Milikan Way #41659, Beaverton, Oregon 97005-2343 ("Assignee").

WHEREAS, Assignor, Bruce Sharpe, who is Assignor's principal stockholder ("Sharpe"), and Assignee have entered into that certain Asset Purchase Agreement ("APA") dated as of July __, 2012 whereby Assignor has agreed to sale, assign, transfer and convey the Purchased Assets (as defined in the Asset Purchase Agreement) to Assignee and Sharpe agreed to exclusively license the rights to U.S. patent No. 8,205,148 B1 entitled "Methods and Apparatus for Temporal Alignment of Media" (the "Subject Patent") to Assignee and, following payment by Assignee of consideration specified in the APA, to convey to Assignee all of Sharpe's right, title and interest in and to the Subject Patent;

WHEREAS, Assignor and Sharpe have represented to Assignee that Assignor owns all right, title, and interest in and to certain patent rights, trademarks and the "Purchased Software" (as defined in the Asset Purchase Agreement) other than title to the Subject Patent; and

WHEREAS, Assignor is executing and delivering to Assignee on the date hereof an Assignment and Bill of Sale conveying to Assignee the Purchased Assets; and

WHEREAS, Assignor owns certain works in progress, goodwill, trade names, copyrights, know-how, website domain names and related property and applications, software and related processes, products, applications and code, general intangibles, licenses, permits, certificates, approvals, and authorizations utilized in the business of Assignor as it is conducted on the Effective Date; and

WHEREAS, Assignee has requested that Assignor execute and deliver this instrument to further confirm the assignment to Assignee of the intellectual property included in the Purchased Assets.

Agreement:

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor hereby assigns to Assignee, and to Assignee's personal representatives, licensees, successors, and assignees, any and all legal or equitable interests, including copyright interests and all of Assignor's right, title and interest in and to any and all of the Intellectual Property (as defined below) and related intellectual property sold, conveyed and transferred to Assignee by Assignor as part of the Purchased Assets (other than the Subject Patent) under the Asset Purchase Agreement.

Assignor executes this Conveyance and Assignment to Assignee to ensure that Assignee has and holds all Intellectual Property, unto Assignee and Assignee's successors and assigns to and for its or their use forever. Assignor and Assignee are also desirous of confirming this assignment for purposes of evidencing such assignment and filing the same with the United States Copyright Office, the United States Patent and Trademark Office, and other appropriate governmental offices.

"Intellectual Property" shall mean, in addition to the Purchased Software, the Patent Rights (other than the Subject Patent), Trademarks, Patent Rights and all world-wide know-how, ideas, concepts, trade secrets, confidential or proprietary information, research, developments, registered and unregistered copyrights, registered and unregistered service and trademarks, trade dress, trade names, mask works, moral rights, design rights, industrial property rights, rights in and to inventions, patent rights, patent applications, patents and any other intellectual property rights in any jurisdiction in the world including modifications and other applications using or based thereon or required for the use of thereof wherever such concepts, designs, design changes, modifications, research, and developments might apply which are owned by Assignor, including, without limitation, as-yet-undeveloped ideas, products, methods or other operations, trade secrets, together with any registration and/or applications for registration of any of the property encompassed by this paragraph, and the goodwill associated therewith, including without limitation, rights in the trade name and brand recognition, including all documentation, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Intellectual Property or injury to said goodwill and the right to sue for and recover the same in Assignee's own name to the extent of Assignee's interest therein including, without limitation the right to elect statutory damages and recover costs and attorneys' fees.

The undersigned Assignor further agrees that: (a) on request and without further consideration (but at the expense of Assignee), Assignor will communicate to Assignee or Assignee's representatives all facts known to Assignor respecting the Intellectual Property, deliver any related documentation, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths, and generally do everything possible to aid Assignee, and Assignee's personal representative, licensees, successors, assignees, and nominees, to obtain and enforce proper protection for the Intellectual Property in Canada and in the United States and all other countries foreign thereto, and to vest the entire right, title and interest in and to the Intellectual Property and associated documentation in Assignee; (b) Assignor shall execute and deliver, at the request of Assignee and its successors and assigns such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested for purposes of carrying out the sale and assignment of the Intellectual Property to accomplish and achieve the purposes contemplated by this Conveyance and Assignment and the Asset Purchase Agreement.


The purpose of this instrument is to effect the conveyance of the Intellectual Property (other than the Subject Patent) to Assignee. This instrument shall be binding upon Assignor and its respective successors and assigns and inure to the benefit of Assignee and its successors and assigns, and Assignor agrees that this instrument is freely assignable by Assignee without the need for any further permission from Assignor.

[Signatures appear on next page]

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first above written on this _____ day of July, 2012.

ASSIGNOR:

SINGULAR SOFTWARE INC.

By: 
Bruce J. Sharpe, President & CEO

STATE OF _____)
) S.S.
COUNTY OF _____)

Sworn and subscribed to by Bruce Sharpe, who being personally known to me or proving to me on sufficient grounds to be the President and CEO of Singular Software Inc., appeared before me this _____ day of July, 2012 and executed this instrument of his own free will and choosing and having been duly authorized, executed the same on behalf of Singular Software Inc.

_____ Notary Public

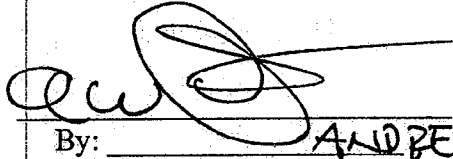
My Commission expires: _____

[Signature of Acceptance continues on next page]

ACCEPTANCE BY ASSIGNEE:

RED GIANT, LLC

By: Red Shift, LLC

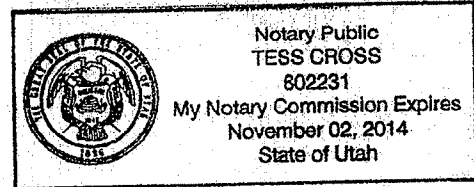


By: ANDREW W. LITTLE.
Its: Co-President

STATE OF Utah
COUNTY OF Salt Lake S.S.

Sworn and subscribed to by Andrew W. Little, who being personally known to me or proving to me on sufficient grounds to be the Co-President of Red Shift, LLC, a Utah limited liability company, which is the sole manager of Red Giant, LLC, a Utah limited liability company, appeared before me this 27th day of July, 2012 and executed this instrument of his own free will and choosing and having been duly authorized, executed the same on behalf of Red Shift, LLC in its capacity as sole manager of Red Giant, LLC.

Tess Cross Notary Public



My Commission expires: 11/02/2014

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** dated as of July 6, 2012 (this "Agreement"), is by and among **RED GIANT, LLC**, a Utah limited liability company ("Buyer"); **SINGULAR SOFTWARE, INC.**, a Canadian private corporation organized under the laws of the province of British Columbia ("Seller"); Dale Adamson; and Bruce Sharpe (collectively with Dale Adamson, the "Key Shareholders").

Background Statement

Seller is primarily engaged in the business of developing video/audio production software and owns rights to certain proprietary software called PluralEyes and DualEyes for video/audio synching (together with the other lawful business activities presently conducted by Seller, the "Business"). Bruce Sharpe holds title to a patent referred to as the "Synching Patent" (defined in Section 1.1(c)). Seller desires to sell, and Buyer desires to purchase, the assets, properties and rights of Seller associated with the Business. Bruce Sharpe desires to exclusively license the Synching Patent to Buyer under a fully-paid up worldwide license until such time as Buyer has satisfied its payment obligations referred to in Section 1.1(c) and thereafter Bruce Sharpe will convey title to the Synching Patent to Buyer as part of the Purchased Assets. The purpose of this Agreement is to set forth the terms and conditions of this transaction. Capitalized terms used in this Agreement not otherwise defined herein shall have the meanings given to them in **Appendix I**.

Statement of Agreement

The parties hereto agree as follows:

ARTICLE I

ASSET PURCHASE TRANSACTIONS; TERMS OF PAYMENT AND CLOSING

1.1 Assets to be Sold. On the terms and subject to the conditions set forth in this Agreement, except as otherwise provided in **Section 1.2**, at the Closing Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, the assets, properties, rights and business of Seller not specifically excluded in **Section 1.2** hereof and all of Seller's rights related thereto (the "Purchased Assets") free and clear of all Liens, except for Permitted Liens, including, without limitation, the following:

(c) all intellectual property and other Proprietary Rights of Seller (the "Purchased Proprietary Rights") (except any Proprietary Rights listed in **Schedule 1.2(g)**). Notwithstanding


the foregoing, (A) until such time as Buyer has satisfied its obligations with respect to payment of the Purchase Price (including the Additional Purchase Price, if earned by Seller), Bruce Sharpe will retain legal and beneficial title to the audio synching patent more particularly described as Patent No. 8,205,148B1 (the "Synching Patent") and in accordance with Section 1.8(d) upon full satisfaction transfer, assign and convey the Synching Patent to Buyer; and (B) at Closing Seller will grant to Buyer a fully paid-up nonexclusive worldwide license to any and all rights associated with the name "Singular Software" (including copyrights, license rights, rights associated the trademark and copyrights associated with such name and all variations thereof all telephone telecopy and email addresses and listings of seller and all domain names of Seller except that referred to in Section 5.5

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

RED GIANT, LLC

By: Red Shift, LLC
Its: Manager

By: 
Name: Andrew Little
Title: Co-President

SELLER:

SINGULAR SOFTWARE INC.

By: _____
Name: Bruce J. Sharpe
Title: President and CEO

KEY SHAREHOLDERS:

Bruce J. Sharpe

Dale C. Adamson

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

BUYER:


RED GIANT, LLC

By: Red Shift, LLC
Its: Manager

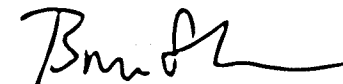
By: _____
Name: Andrew Little
Title: Co-President

SELLER:


SINGULAR SOFTWARE INC.

By: 
Name: Bruce J. Sharpe
Title: President and CEO

KEY SHAREHOLDERS:



Bruce J. Sharpe



Dale C. Adamson

SCHEDULES

1.2 Excluded Contracts and Assets

(a) Excluded Contracts

- Employees and employment contracts
- Computer software licenses more particularly described as: _____

Phone software licensed from third parties. (g) Excluded Assets, Rights and Properties (including limited Proprietary Rights)

- Computers, tablets, disks and associated accessories
- Computer software licensed from third parties
- Network hardware and other items related to network infrastructure
- Phones and phone software licensed from third parties
- Equipment used for video production, including but not limited to cameras, audio recorders, tripods, and accessories
- Hardware used for ongoing research and development purposes, including but not limited to televisions, playback devices, amplifiers and accessories
- Working capital in excess of zero (including SRED receivables accrued prior to closing)
- Legal title to the Patent