

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flixster, Inc		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fandango Media, LLC		
Street Address:	100 Universal City Plaza		
City:	Universal City		
State/Country:	CALIFORNIA		
Postal Code:	91608		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	77193663	CERTIFIED FRESH ROTTEN TOMATOES	
Serial Number:	78839251	FLIXSTER	
Serial Number:	85313781	FLIXSTER	
Serial Number:	85363575	FLIXSTER	
Serial Number:	85363588	FLIXSTER	
Serial Number:	85363601	FLIXSTER	
Serial Number:	85427564		
Serial Number:	85428261		
Serial Number:	85427601		
Serial Number:	85427608		
Serial Number:	85428278		
Serial Number:	86108551	ROTTEN TOMATOES	
Serial Number:	86108555	ROTTEN TOMATOES	
Serial Number:	85363605	ROTTEN TOMATOES	
Serial Number:	75865025	ROTTEN TOMATOES	
Serial Number:	77193775	ROTTEN TOMATOES	
Serial Number:	77189666	ROTTEN TOMATOES	
Serial Number:	77193778	ROTTEN TOMATOES	
Serial Number:	77193774	ROTTEN TOMATOES	

CH \$540.00 77193663

Property Type	Number	Word Mark
Serial Number:	77193768	ROTTEN TOMATOES
Serial Number:	77470947	TOMATOMETER

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@nbcuni.com

Correspondent Name: Kevin S. Blum

Address Line 1: 100 Universal City Plaza

Address Line 4: Universal City, CALIFORNIA 91608

NAME OF SUBMITTER: Kevin S Blum

SIGNATURE: /Kevin S Blum/

DATE SIGNED: 05/31/2016

Total Attachments: 23

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of April 1, 2016 (the “**Effective Date**”), is between Flixster, Inc., a Delaware corporation (“**Assignor**”) and Fandango Media, LLC, a Virginia limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 17, 2016 (as amended, restated or otherwise modified, the “**Asset Purchase Agreement**”);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to purchase and accept, all of Assignor’s right, title and interest in, to and under the Purchased Assets (as defined in the Asset Purchase Agreement), including the registered trademarks and applications for trademarks listed on the attached Schedule A and all issuances, extensions and renewals thereof (the “**Assigned Trademarks**”); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

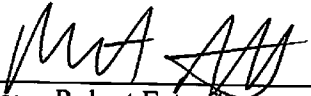
1. Assignor hereby unconditionally and irrevocably sells, conveys, transfers, assigns and delivers to Assignee all of its right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated therewith, including, without limitation, all rights in and to (a) all rights of any kind whatsoever of the Assignor accruing under any of the Assigned Trademarks provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect thereto, (c) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

3. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record the assignments evidenced by this Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
4. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
5. Upon reasonable request by Assignee, Assignor shall execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in, to and under the Assigned Trademarks as sold, conveyed, transferred, assigned and delivered to Assignee hereunder; provided, that Assignee shall bear any fees in connection with or otherwise relating to the filing of this Assignment with the U.S. Patent and Trademark Office.
6. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
7. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.
8. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
9. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

FANDANGO MEDIA, LLC

By: 
Name: Robert Eatroff
Title: Executive Vice President,
Global Corporate
Development and Strategy

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 005802 FRAME: 0911

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

FLIXSTER, INC.

By: Thomas B. Gault
Name: Thomas Gault
Title: President

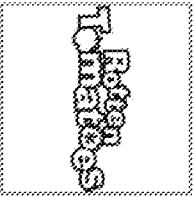
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005802 FRAME: 0912

SCHEDULE A
ASSIGNED TRADEMARKS

[See attached]

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Argentina						
FLIXSTER, INC.	FLIXSTER	Argentina	3101335	2533629	Oct 26 2012	Registered
FLIXSTER, INC.	FLIXSTER	Argentina	3101336	2533630	Oct 26 2012	Registered
FLIXSTER, INC.	FLIXSTER	Argentina	3101337	2567296	May 3 2013	Registered
FLIXSTER, INC.	FLIXSTER	Argentina	3101338	2533631	Oct 26 2012	Registered
FLIXSTER, INC.	FLIXSTER	Argentina	3209603	2629084	Feb 6 2014	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Argentina	3101340	2533632	Oct 26 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Argentina	3101341			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Argentina	3101342	2533633	Oct 26 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Argentina	3209604	2629085	Feb 6 2014	Registered
Australia						
FLIXSTER, INC.	FLIXSTER	Australia	1423752	1423752	May 6 2011	Registered
FLIXSTER, INC.	FLIXSTER	Australia	1434908	1434908	Jul 4 2011	Registered
FLIXSTER, INC.	FLIXSTER	Australia	1580699	1580699	May 6 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Australia	(Divisional)	1434910	Jul 4 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES Logo	Australia	1212759	1212759	Nov 29 2007	Registered
Benelux						
FLIXSTER, INC.	ROTTEN TOMATOES	Benelux	1102818	791117	Feb 2 2006	Registered

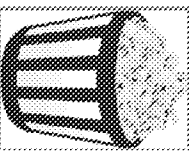
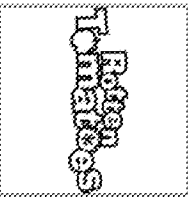


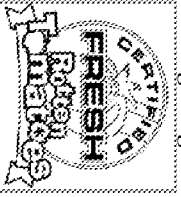

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Brazil						
FLIXSTER, INC.	FLIXSTER	Brazil	831112930			Pending
FLIXSTER, INC.	FLIXSTER	Brazil	831112948			Pending
FLIXSTER, INC.	FLIXSTER	Brazil	831112980			Pending
FLIXSTER, INC.	FLIXSTER	Brazil	831112999			Pending
FLIXSTER, INC.	FLIXSTER	Brazil	831113006			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Brazil	831113049			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Brazil	831113073			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Brazil	831113081			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Brazil	831113090			Pending
Canada						
FLIXSTER, INC.	CERTIFIED FRESH ROTTEN TOMATOES & Design Logo	Canada	1405471	TMA757259	Jan 18 2010	Registered



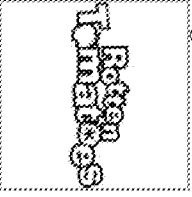
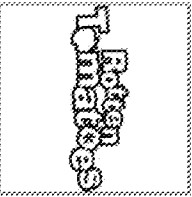
FLIXSTER, INC.	FLIXSTER	Canada	1452862	TMA809055	Oct 14 2011	Registered
FLIXSTER, INC.	FLIXSTER	Canada	1534234	TMA882257	Jul 16 2014	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	Flixster Popcorn Logo (Movie Popcorn in Tub)	Canada	1544500			Pending
FLIXSTER, INC.		Canada	1405470	TMA777733	Sep 22 2010	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Canada	1534229	TMA881675	Jul 9 2014	Registered
FLIXSTER, INC.	ROTTEN TOMATOES Logo	Canada	1405473	TMA777887	Sep 22 2010	Registered
						
FLIXSTER, INC.	TOMATOMETER	Canada	1405468	TMA757153	Jan 15 2010	Registered
Chile						
FLIXSTER, INC.	FLIXSTER	Chile	960419	1041429	Sep 16 2013	Registered
FLIXSTER, INC.	FLIXSTER	Chile	960420	1041431	Sep 16 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Chile	960417	1069581	Jan 3 2014	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Chile	960418	966163	Oct 8 2012	Registered

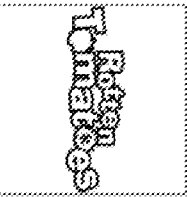
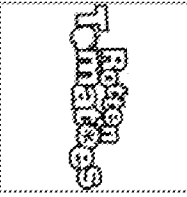
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	CERTIFIED FRESH ROTTEN TOMATOES & Design Logo	China	10567888			Pending
						
FLIXSTER, INC.	CERTIFIED FRESH ROTTEN TOMATOES & Design Logo	China	10567889			Pending
						
FLIXSTER, INC.	FLIXSTER	China	9775230	9775230	Oct 14 2012	Registered
FLIXSTER, INC.	FLIXSTER	China	9775231	9775231	Oct 14 2013	Registered
FLIXSTER, INC.	FLIXSTER	China	9775232	9775232	Oct 14 2012	Registered
FLIXSTER, INC.	FLIXSTER	China	9775233	9775233	Oct 14 2013	Registered
FLIXSTER, INC.	FLIXSTER	China	9775234	9775234	Sep 21 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	China	14585486			Pending


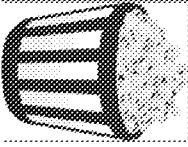
Trademark Records by Country

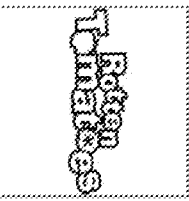
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	ROTTEN TOMATOES Logo	China	6409606	6409606	Feb 21 2011	Registered
Colombia						
FLIXSTER, INC.	ROTTEN TOMATOES	Colombia	2011-084826	444795	Feb 28 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Colombia	2011-084831	446541	Mar 22 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Colombia	2011-084841	444796	Feb 28 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Colombia	2011-086441	449864	Apr 27 2012	Registered
CTM						
FLIXSTER, INC.	FLIXSTER	CTM	008562423	008562423	Feb 22 2010	Registered
FLIXSTER, INC.	FLIXSTER	CTM	10093979	10093979	Jan 3 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	CTM	005591037	005591037	Jan 29 2008	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	CTM	10093987	10093987	Jan 23 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES Logo	CTM	005811864	005811864	Jan 31 2008	Registered



Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Egypt						
FLIXSTER, INC.	FLIXSTER	Egypt	263045	263045	Jun 18 2014	Registered
FLIXSTER, INC.	FLIXSTER	Egypt	263046	263046	Feb 18 2015	Registered
FLIXSTER, INC.	FLIXSTER	Egypt	263047			Pending
FLIXSTER, INC.	FLIXSTER	Egypt	263048	263048	Feb 18 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Egypt	263040	263040	Feb 18 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Egypt	263041	263041	Feb 18 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Egypt	263042	263042	Feb 18 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Egypt	263043	263043	Feb 18 2015	Registered
Hong Kong						
FLIXSTER, INC.	FLIXSTER	Hong Kong	301966951	301966951	Jul 7 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Hong Kong	301966960	301966960	Jul 7 2011	Registered
India						
FLIXSTER, INC.	FLIXSTER	India	2180175			Pending
FLIXSTER, INC.	FLIXSTER	India	2180177	2180177	Jul 25 2011	Registered
FLIXSTER, INC.	FLIXSTER	India	2180178			Pending
FLIXSTER, INC.	FLIXSTER	India	2180179	2180179	Jul 25 2011	Registered
FLIXSTER, INC.	FLIXSTER	India	2180180			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	India	2180176			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	India	2180181			Pending

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.		India	1626568	1626568	Nov 30 2007	Registered
FLIXSTER, INC.		India	1626569	1626569	Nov 30 2007	Registered
Indonesia						
FLIXSTER, INC.	FLIXSTER	Indonesia	D00-2011-027043	IDM000381917	Jan 21 2013	Pending
FLIXSTER, INC.	FLIXSTER	Indonesia	J00-2011-027036	IDM000382451	Jan 21 2013	Registered
FLIXSTER, INC.	FLIXSTER	Indonesia	J00-2011-027037	IDM000382452	Jan 21 2013	Registered
FLIXSTER, INC.	FLIXSTER	Indonesia	J00-2011-027038	IDM000382452	Jan 21 2013	Registered
FLIXSTER, INC.	FLIXSTER	Indonesia	J00-2011-027040	IDM000381919	Jan 21 2013	Registered
FLIXSTER, INC.	FLIXSTER	Indonesia	J00-2011-027031	IDM000404521	Jul 8 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Indonesia	D00-2011-027033	IDM000382441	Jan 21 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Indonesia	J00-2011-027033	IDM000382441	Jan 21 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Indonesia	J00-2011-027034	IDM000381921	Jan 21 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Indonesia	J00-2011-027063	IDM000399315	Jul 8 2011	Registered


Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	FLIXSTER	Israel	238891	238891	Oct 11 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Israel	238890	238890	Oct 11 2012	Registered
Japan						
FLIXSTER, INC.	CERTIFIED FRESH	Japan	2013-0090779	5710260	Oct 17 2014	Registered
FLIXSTER, INC.	CERTIFIED FRESH	Japan	2013-0090780	5695562	Aug 22 2014	Registered
	ROTTEN TOMATOES & Design Logo					
						
FLIXSTER, INC.	FLIXSTER	Japan	2011-049758	5535469	Nov 16 2012	Registered
FLIXSTER, INC.	Flixster Popcorn Logo (Movie Popcorn in Tub)	Japan	2013-090782	5708301	Oct 10 2014	Registered
						
FLIXSTER, INC.	ROTTEN TOMATOES	Japan	2007-039388	5258976	Aug 21 2009	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Japan	2011-049760	5553326	Feb 1 2013	Registered

Trademark Records by Country						
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	ROTTEN TOMATOES Logo	Japan	2007-039387	5258975	Aug 21 2009	Registered
						
FLIXSTER, INC.	TOMATOMETER	Japan	2013-0090781	5695563	Aug 22 2014	Registered
Jordan						
FLIXSTER, INC.	FLIXSTER	Jordan	119332	119332	Jun 3 2012	Registered
FLIXSTER, INC.	FLIXSTER	Jordan	119333	119333	Jun 3 2012	Registered
FLIXSTER, INC.	FLIXSTER	Jordan	119528	119528	Jun 3 2012	Registered
FLIXSTER, INC.	FLIXSTER	Jordan	119628	119628	Jun 20 2012	Registered
FLIXSTER, INC.	FLIXSTER	Jordan	119818	119818	Jun 20 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Jordan	119286	119286	Apr 30 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Jordan	119530	119530	Jun 3 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Jordan	119687	119687	Jun 20 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Jordan	119701	119701	Jun 20 2012	Registered
Lebanon						
FLIXSTER, INC.	FLIXSTER	Lebanon	137128/2011	137128	Aug 2 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Lebanon	137132/2011	137132	Aug 2 2011	Registered
Malaysia						
FLIXSTER, INC.	FLIXSTER	Malaysia	2011-013278	2011013278	Jul 20 2011	Registered
FLIXSTER, INC.	FLIXSTER	Malaysia	2011-013279	2011013279	Jul 20 2011	Registered
FLIXSTER, INC.	FLIXSTER	Malaysia	2011-013280	2011013280	Jul 20 2011	Registered
FLIXSTER, INC.	FLIXSTER	Malaysia	2011-013285	2011013285	Jul 20 2011	Registered

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	FLIXSTER	Malaysia	2011013286			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Malaysia	2011-013281	2011013281	Jul 20 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Malaysia	2011013282			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Malaysia	2011-013283	2011013283	Jul 20 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Malaysia	2011-013284	2011013284	Jul 20 2011	Registered

Mexico

FLIXSTER, INC.	FLIXSTER	Mexico	1194778	1295288	Jul 9 2012	Registered
FLIXSTER, INC.	FLIXSTER	Mexico	1194780	1285867	May 17 2012	Registered
FLIXSTER, INC.	FLIXSTER	Mexico	1194782	1321399	Oct 19 2012	Registered
FLIXSTER, INC.	FLIXSTER	Mexico	1248604	1354981	Mar 19 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Mexico	1194783	1254751	Nov 29 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Mexico	1194784	1286203	May 21 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Mexico	1194785	1285868	May 17 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Mexico	1194786	1295289	Jul 9 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Mexico	1248603	1349528	Feb 21 2013	Registered
FLIXSTER, INC.	FLIXSTER (stylized)	Mexico	1398580	1423010	Dec 17 2013	Registered
						
FLIXSTER, INC.	FLIXSTER (stylized)	Mexico	1398581	1408936	Oct 31 2013	Registered

New Zealand

FLIXSTER, INC.	FLIXSTER	New Zealand	841389	841389	May 6 2011	Registered
FLIXSTER, INC.	FLIXSTER	New Zealand	845031	845031	Jul 1 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	New Zealand	845073	845073	Jul 4 2011	Registered

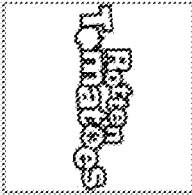
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Trademark Records by Country						
Norway						
FLIXSTER, INC.	FLIXSTER	Norway	201107831	263313	Jan 10 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Norway	201107832	263314	Jan 10 2012	Registered
Paraguay						
FLIXSTER, INC.	FLIXSTER	Paraguay	28881/2011	376264	Feb 27 2013	Registered
FLIXSTER, INC.	FLIXSTER	Paraguay	28882/2011	376265	Feb 27 2013	Registered
FLIXSTER, INC.	FLIXSTER	Paraguay	28883/2011	376266	Feb 27 2013	Registered
FLIXSTER, INC.	FLIXSTER	Paraguay	28884/2011	376267	Feb 27 2013	Registered
FLIXSTER, INC.	FLIXSTER	Paraguay	28885/2011			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Paraguay	28877/2011			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Paraguay	28878/2011	376262	Feb 27 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Paraguay	28879/2011	376263	Feb 27 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Paraguay	28880/2011	415447	Oct 16 2015	Registered
Peru						
FLIXSTER, INC.	FLIXSTER	Peru	460456/2011	00004095	Apr 2 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Peru	460536/2011	00004097	Apr 2 2014	Registered
Philippines						
FLIXSTER, INC.	FLIXSTER	Philippines	4-2011-007832	4-2011-007832	Nov 10 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Philippines	4-2011-007833	4-2011-007833	Nov 10 2011	Registered
Republic of Korea (South)						
FLIXSTER, INC.	FLIXSTER	Republic of Korea (South)	40-2011-019632	41-249505	Jan 16 2013	Registered
FLIXSTER, INC.	FLIXSTER	Republic of Korea (South)	40-2011-019633	41-249476	Jan 16 2013	Registered
FLIXSTER, INC.	FLIXSTER	Republic of Korea (South)	40-2011-019634	41-249488	Jan 16 2013	Registered

Trademark Records by Country						
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	FLIXSTER	Republic of Korea (South)	40-2011-019635	41-249463	Jan 16 2013	Registered
FLIXSTER, INC.	FLIXSTER	Republic of Korea (South)	40-2011-036448	40-928450	Jul 24 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Republic of Korea (South)	40-2011-019636	41-249483	Jan 16 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Republic of Korea (South)	40-2011-019637	41-249484	Jan 16 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Republic of Korea (South)	019638	41-249499	Jan 16 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Republic of Korea (South)	40-2011-036449	40-945009	Dec 17 2012	Registered
Russian Federation						
FLIXSTER, INC.	FLIXSTER	Russian Federation	2011714928	473001	Oct 17 2012	Registered
FLIXSTER, INC.	FLIXSTER	Russian Federation	2011722335	525979	Oct 31 2014	Registered
FLIXSTER, INC.	FLIXSTER	Russian Federation	2014714789			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Russian Federation	2011722334	467388	Aug 1 2012	Registered
Singapore						
FLIXSTER, INC.	FLIXSTER	Singapore	T11/09224J	T11/09224J	Jul 11 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Singapore	T11/09225I	T11/09225I	Jul 11 2011	Registered
South Africa						
FLIXSTER, INC.	FLIXSTER	South Africa	2011/10980	2011/10980	May 10 2011	Registered
FLIXSTER, INC.	FLIXSTER	South Africa	2011/10981	2011/10981	40673	Registered
FLIXSTER, INC.	FLIXSTER	South Africa	2011/10982	2011/10982	40673	Registered
FLIXSTER, INC.	FLIXSTER	South Africa	2011/16031	2011/16031	Jul 1 2011	Registered
FLIXSTER, INC.	FLIXSTER	South Africa	2011/16032	2011/16032	Jul 1 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	South Africa	2011/16170	2011/16170	Jul 4 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	South Africa	2011/16171	2011/16171	Jul 4 2011	Registered

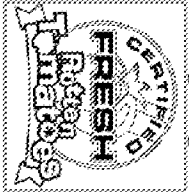
Trademark Records by Country						
Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	ROTTEN TOMATOES	South Africa	2011/16172	2011/16172	Jul 4 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	South Africa	2011/16173	2011/16173	Jul 4 2011	Registered
Switzerland						
FLIXSTER, INC.	FLIXSTER	Switzerland	55610/2011	622725	Nov 18 2011	Registered
FLIXSTER, INC.	FLIXSTER	Switzerland	57814/2011	625471	Feb 2 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Switzerland	57816/2011	627818	Apr 2 2012	Registered
Thailand						
FLIXSTER, INC.	FLIXSTER	Thailand	817000	Kor370468	Aug 19 2011	Registered
FLIXSTER, INC.	FLIXSTER	Thailand	817001			Pending
FLIXSTER, INC.	FLIXSTER	Thailand	817002	Bor66338	Aug 19 2011	Registered
FLIXSTER, INC.	FLIXSTER	Thailand	817003			Pending
FLIXSTER, INC.	FLIXSTER	Thailand	817004			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Thailand	817005	Kor370469	Aug 19 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Thailand	817006	Bor65221	Aug 19 2011	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Thailand	817007			Pending
FLIXSTER, INC.	ROTTEN TOMATOES	Thailand	817008			Pending
Turkey						
FLIXSTER, INC.	FLIXSTER	Turkey	2011/56527	2011/56527	Oct 2 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Turkey	2011/56528	2011/56528	Jul 5 2011	Registered
United Arab Emirates						
FLIXSTER, INC.	FLIXSTER	United Arab Emirates	160003	160003	Oct 27 2013	Registered
FLIXSTER, INC.	FLIXSTER	United Arab Emirates	160004	160004	Jun 19 2012	Registered
FLIXSTER, INC.	FLIXSTER	United Arab Emirates	160005	160005	Oct 17 2013	Registered
FLIXSTER, INC.	FLIXSTER	United Arab Emirates	160006	160006	Oct 31 2013	Registered
FLIXSTER, INC.	FLIXSTER	United Arab Emirates	160007	160007	Jun 19 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United Arab Emirates	159815	163368	Jan 29 2012	Registered

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	ROTTEN TOMATOES	United Arab Emirates	159816	159816	Nov 20 2013	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United Arab Emirates	159817	163369	Jan 29 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United Arab Emirates	159818	159818	Nov 20 2013	Registered
United Kingdom	ROTTEN TOMATOES	United Kingdom	2473654	2473654	May 30 2008	Registered

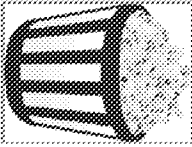
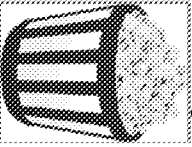
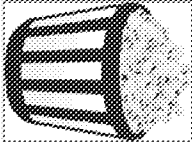


United States of America	CERTIFIED FRESH	United States of America	771/193663	3465697	Jul 15 2008	Registered
FLIXSTER, INC.	ROTTEN TOMATOES & Design Logo	United States of America	771/193663	3465697	Jul 15 2008	Registered

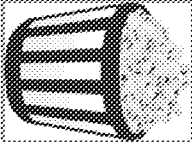
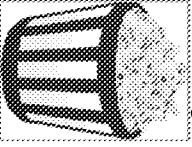
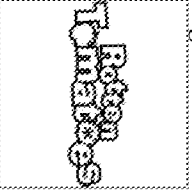


FLIXSTER, INC.	FLIXSTER	United States of America	78/839251	3272062	Jul 31 2007	Registered
FLIXSTER, INC.	FLIXSTER	United States of America	85/313781	4301997	Mar 12 2013	Registered
FLIXSTER, INC.	FLIXSTER	United States of America	85/363575	4305954	Mar 19 2013	Registered
FLIXSTER, INC.	FLIXSTER	United States of America	85/363588	4495175	Mar 11 2014	Registered
FLIXSTER, INC.	FLIXSTER	United States of America	85/363601	4471261	Jan 21 2014	Registered

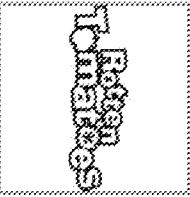
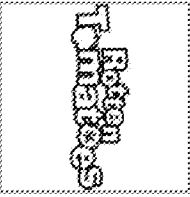
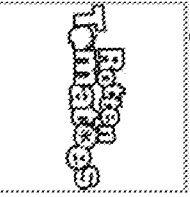
Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	 Flixster Popcorn Logo (Movie Popcorn in Tub)	United States of America	85/427564	4466884	Jan 14 2014	Registered
FLIXSTER, INC.	 Flixster Popcorn Logo (Movie Popcorn in Tub)	United States of America	85/427601	4560656	Jul 1 2014	Registered
FLIXSTER, INC.	 Flixster Popcorn Logo (Movie Popcorn in Tub)	United States of America	85/427608	4388686	Aug 20 2013	Registered

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	Flixster Popcorn Logo (Movie Popcorn in Tub)	United States of America	85/428261	4556294	Jun 24 2014	Registered
FLIXSTER, INC.						
FLIXSTER, INC.	Flixster Popcorn Logo (Movie Popcorn in Tub)	United States of America	85/428278	4543867	Jun 3 2014	Registered
FLIXSTER, INC.						
FLIXSTER, INC.	ROTTEN TOMATOES	United States of America	75/865025	2492006	Sep 25 2001	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United States of America	85/363605	4533920	May 20 2014	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United States of America	86/108551	4672824	Jan 13 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	United States of America	86/108555	4676434	Jan 20 2015	Registered
FLIXSTER, INC.	ROTTEN TOMATOES Logo	United States of America	77/189666	3592052	Mar 17 2009	Registered
						

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.		United States of America	77/193768	3465698	Jul 15 2008 41	Registered
FLIXSTER, INC.		United States of America	77/193774	3465699	Jul 15 2008 38	Registered
FLIXSTER, INC.		United States of America	77/193775	3465700	Jul 15 2008 42	Registered

Trademark Records by Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
FLIXSTER, INC.	ROTTEN TOMATOES Logo	United States of America	77/193778	3465701	Jul 15 2008 35	Registered
FLIXSTER, INC.	TOMATOMETER	United States of America	77/470947	3553619	Dec 30 2008 41	Registered
FLIXSTER, INC.	FLIXSTER	Uruguay	425242	425242	Nov 13 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Uruguay	425241	425241	Oct 17 2012	Registered
FLIXSTER, INC.	FLIXSTER	Venezuela	012888-2011	S053709	Apr 16 2013	Registered
FLIXSTER, INC.	FLIXSTER	Venezuela	2011-012884	P317914	Jun 13 2012	Registered
FLIXSTER, INC.	FLIXSTER	Venezuela	2011-012885	S050936	Jun 13 2012	Registered
FLIXSTER, INC.	FLIXSTER	Venezuela	2011-012886	S050937	Jun 13 2012	Registered
FLIXSTER, INC.	FLIXSTER	Venezuela	2011-012887	S050938	Jun 13 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Venezuela	012883-2011	S052293	Oct 19 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Venezuela	2011-012880	P317913	Jun 13 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Venezuela	2011-012881	S050934	Jun 13 2012	Registered
FLIXSTER, INC.	ROTTEN TOMATOES	Venezuela	2011-012882	S050935	Jun 13 2012	Registered

