TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MetaCafe, Inc		05/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Collective Digital Studio
Street Address:	8383 Wilshire Blvd.,
Internal Address:	Suite 1050
City:	Beverly Hills, CA
State/Country:	CALIFORNIA
Postal Code:	90211
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3285344	METACAFE
Registration Number:	3285345	METACAFE
Registration Number:	3524764	METACAFE

CORRESPONDENCE DATA

Fax Number: 7032436410

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7032436333
Email: docketing@mwzb.com
Correspondent Name: MWZB attn Jeff Cohen
Address Line 1: 2200 Clarendon Blvd Suite
Address Line 2: Suite 1400
Address Line 4: Arlington, VIRGINIA 22201

ATTORNEY DOCKET NUMBER:	CDS
NAME OF SUBMITTER:	Jeffrey R Cohen
SIGNATURE:	/jrc/
DATE SIGNED:	04/23/2014

Total Attachments: 5
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "***Agreement***") is made and entered into as of May 24, 2012 (the "***Closing Date***") by and between Collective Digital Studio, LLC, a limited liability company duly organized under the laws of California ("***Buyer***"), MetaCafe, Inc., a Delaware corporation ("***Seller***") and, solely for purposes of Section 4.1 hereof, The Collective Management Group, LLC, a limited liability company organized under the laws of California (***"CMG"***) and Dan Weinstein, an individual.

RECITALS

Seller has determined that it would be advisable and in the best interests of Seller and its stockholders that Buyer purchase from Seller, and Seller sell, transfer and assign to Buyer, certain assets of Seller on the terms and conditions set forth herein.

Buyer desires to purchase such assets of Seller on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(i) "***Ancillary Agreements***" means the (1) the Bill of Sale and General Assignment dated the date hereof between Buyer and Seller a copy of which is attached hereto as Exhibit A and (2) the Assumption Agreement dated the date hereof between Buyer and Seller a copy of which is attached hereto as Exhibit B.

(ii) "***Affiliate***" means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing partner, managing member, officer or director of such Person or any business entity now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management or advisory company with, such Person. For purposes of this definition, the terms "***controlling***," "***controlled by***," or "***under common control with***" shall mean the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or (b) the power to elect or appoint at least fifty percent (50%) of the directors, managers, general partners, or Persons exercising similar authority with respect to such Person.

(iii) ***"Affiliated Person"*** means any Person that is not an Independent Third Party.

preferential tax treatment from which Israeli Subsidiary previously derived benefits or claimed eligibility or has required or will require Israeli Subsidiary to repay any part of any such benefit previously received. The sale of the equity of Israeli Subsidiary will not subject Seller to any Israeli income, gains, real estate transfer, withholding or other Taxes.

2.5. Properties.

(a) Section 2.5 of the Seller Disclosure Schedule sets forth a list of all material leases to which Seller or any of its Subsidiaries is a party as a lessee as of the date hereof (the "***Seller Lease Agreements***"), setting forth in the case of any such lease covering real property, the location of such real property. To the knowledge of Seller, Seller and each of its Subsidiaries has a valid and binding leasehold interest in each of the properties that is the subject of a Seller Lease Agreement free and clear of all Encumbrances.

(b) Neither Seller nor any of its Subsidiaries is in default under any Seller Lease Agreement.

(c) Neither Seller nor any of its Subsidiaries owns any real property.

2.6. Intellectual Property.

(a) Seller and each of its Subsidiaries owns free and clear of all Encumbrances or is licensed or otherwise possesses legally enforceable rights to use all patents, trademarks, trade names, service marks, copyrights, and any applications for such patents, trademarks, trade names, service marks, copyrights, know-how, computer software programs or applications and tangible or intangible proprietary information or material that are necessary to conduct the business of Seller and each of its Subsidiaries as currently conducted (the "***Seller Intellectual Property***"). Section 2.6 of the Seller Disclosure Schedule contains a list of all of the following that are included within the Seller Intellectual Property: (i) patents and patent applications; (ii) trademarks, trade names and service marks and registrations thereof and applications therefor; and (iii) registered copyrights and applications therefor. Section 2.6 of the Seller Disclosure Schedule identifies the owner of each item listed thereon and, in the case of registration and applications, the application or registration number and date.

(b) Seller or a Subsidiary of Seller is the sole and exclusive owner or a licensee of all of the material Seller Intellectual Property. All of the material Seller Intellectual Property will be owned or available for use by Seller on terms and conditions immediately following the Closing Date identical to the terms and conditions pertaining to Seller immediately prior to the Closing Date. Seller has taken reasonable measures to protect the proprietary nature of the Seller Intellectual Property and to maintain in confidence the trade secrets and confidential information that they own or use. No other Person has any rights to any material item of the Seller Intellectual Property or has any rights to any of the material Seller Intellectual Property, except that the items of the Seller Intellectual Property identified Section 2.6 of the Seller Disclosure Schedule as licensed to Seller are owned by the respective owners identified in Section 2.6, and, to the knowledge of Seller, no Person is infringing, violating or misappropriating any of the material Seller Intellectual Property.

(c) None of the activities or business presently conducted by Seller or any of its Subsidiaries infringes or violates, or constitutes a misappropriation of, any intellectual property of any other Person. Neither Seller nor any Affiliate or Subsidiary of Seller has received any complaint, claim or notice alleging any such infringement, violation or misappropriation.

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(d) With respect to each item of the Seller Intellectual Property:

(i) Seller or a Subsidiary of Seller possesses all right, title and interest in and to such item, except for any Seller Third Party Rights (as defined below);

(ii) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction; and

(iii) Neither Seller nor any of its Subsidiaries has agreed to indemnify any Person for or against any infringement, misappropriation or other conflict with respect to such item.

(e) Section 2.6(e) of the Seller Disclosure Schedule identifies each item of the intellectual property used by Seller or any of its Subsidiaries that is owned by a party other than Seller ("***Seller Third Party Rights***"), and all licenses or other agreements pursuant to which Seller uses such items are listed on Section 2.6(e) of the Seller Disclosure Schedule. With respect to each such item:

(i) the license or other agreement covering any such material item is valid, binding, enforceable and in full force and effect with respect to Seller and, to the knowledge of Seller, with respect to every other party thereto;

(ii) each such license or other agreement, including licenses to all third-party software listed in Section 2.6 of the Seller Disclosure Schedule other than generally commercially available software, to which Seller is a party, is assignable by Seller without the consent or approval of, or any payment to, any party and all such licenses and other agreements will continue to be valid, binding, enforceable and in full force and effect immediately following the Closing Date in accordance with the terms thereof as in effect immediately prior to the Closing Date, and the consummation of the transactions will not conflict with, result in a violation or breach of or constitute a default under (with notice or lapse of time or both) any such license or other agreement; and

(iii) neither Seller nor any of its Subsidiaries nor, to the knowledge of Seller, any other party to any such license or other agreement, is in breach or default under any such license or other agreement and, to the knowledge of Seller, no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration thereunder.

2.7. Material Agreements, Contracts and Commitments.

(a) Section 2.7 of the Seller Disclosure Schedule sets forth for Seller and its Subsidiaries a list of all of the following contracts to which Seller is a party (each a "***Seller Material Contract***"):

(i) contracts that provide for annual payments to or by Seller aggregating in excess of $50,000;

(ii) contracts entered into other than in the ordinary course of business;

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IN WITNESS WHEREOF, each of Buyer and Seller (and solely for purposes of Section 4.1, CMG and Dan Weinstein) has caused this Asset Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

Collective Digital Studio, LLC
By: The Collective Management Group, LLC as its Manager

By:_____
Michael Green
Manager of The Collective Management Group, LLC

MetaCafe, Inc.

By:_____
Erick Hachenburg, President and CEO

Solely for purposes of Section 4.1 hereof:

The Collective Management Group, LLC

By:_____
Michael Green
Manager

Solely for purposes of Section 4.1 hereof:

Dan Weinstein

_____
(Signature)

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MWZB Trademark Schedule:COLLECTIVE, THE

Matter ID	Mark	Country	Application # / Application Date	Registration # / Reg. Date	Status	Class
METACAFE-0002-T	METACAFE	United States of America	77/075,394 1/3/2007	3,524,764 10/28/2008	Registered	35, 45
METACAFE-0003-T	METACAFE	United States of America	77/074,373 1/2/2007	3,285,344 8/28/2007	Registered	38
METACAFE-0004-T	METACAFE	United States of America	77/074,387 1/2/2007	3,285,345 8/28/2007	Registered	41

RECORDED: 04/23/2014

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