

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascent Media Group, LLC		09/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CSS Studios, LLC		
Street Address:	7080 Hollywood Blvd		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2374008	TODD-AO	
CORRESPONDENCE DATA			
Fax Number:	(213)687-0498		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2137872523		
Email:	vsapphire@cblh.com		
Correspondent Name:	Victor K. Sapphire, Esq.		
Address Line 1:	333 South Grand Ave		
Address Line 2:	Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70157-13		
NAME OF SUBMITTER:	Victor K. Sapphire, Esq.		
Signature:	/victor sapphire/		

OP \$40.00 2374008

Date:

09/04/2008

Total Attachments: 1

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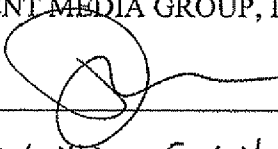
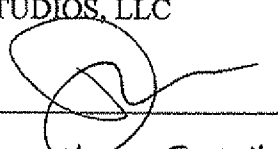
WHEREAS, ASCENT MEDIA GROUP, LLC, a Delaware limited liability company having its principal address at 520 Broadway, 5th Floor, Santa Monica, California 90401 ("Assignor") is the owner of the trademark TODD-AO (the "Mark") and associated U.S. federal trademark Registration Ser. No. 2,374,008 (the "Registration"), the business associated with the Mark and the goodwill represented by the Mark.

WHEREAS, CSS STUDIOS, LLC, a New York limited liability company having its address at 7080 Hollywood Blvd., Suite 1100, Los Angeles, California 90028 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Mark and the Registration, the portion of the business to which the Mark pertains and the goodwill represented by the Mark.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Mark and the portion of the Assignor's existing and ongoing business to which the Mark pertains, the Registration and the goodwill represented by the Mark, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Mark or the Registration. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment is effective as of September 4, 2008.

ASCENT MEDIA GROUP, LLC	CSS STUDIOS, LLC
By: 	By: 
Name: <u>William E. Miles</u>	Name: <u>William E. Miles</u>
Title: <u>Executive Vice President</u>	Title: <u>Executive Vice President</u>