

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NF Entertainment, Inc.		09/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PLATPHORM, LLC		
Street Address:	182 Howard Avenue, #418		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2911679	NITEFLIRT	
Registration Number:	2931963	SPEAK TO YOUR DESIRE	
CORRESPONDENCE DATA			
Fax Number:	(415)421-2922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 421-6500		
Email:	joconnell@sflaw.com		
Correspondent Name:	Jeffrey A. O'Connell, Esq.		
Address Line 1:	One Maritime Plaza, 18th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	7827-001		
NAME OF SUBMITTER:	Jeffrey A. O'Connell		
Signature:	/Jeffrey A. O'Connell/		
Date:	12/20/2010		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of September 3, 2009, between NF Entertainment, Inc., a Delaware corporation ("Assignor"), and Platphorm, LLC, a California limited liability company ("Assignee").

A. Assignor has made a claim of right, title and interest to the trademarks and service marks ("Marks") with respect to the United States and foreign registrations listed on Schedule A (the "Registrations") Assignee desires to acquire Assignor's right, title and interest in and to the Marks and the Registrations (collectively, the "Trademark Rights") for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute, pursuant to the terms of that certain Contribution Agreement dated as of May 14, 2009 (the "Contribution Agreement"), by and among Assignor, Assignee and the other parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of the Trademark Rights. Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns, its right, title and interest in and to the Trademark Rights that Assignor has together with all goodwill of the business symbolized by the Trademark Rights. The foregoing assignment of the Trademark Rights includes, without limitation, (a) any right the Assignor may have to register the Trademark Rights in the United States and in any foreign country, (b) all right, title and interest in and to the Registrations and any registrations which may issue as a result thereof, (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Trademark Rights, and (d) the right to enforce, sue for and collect damages by reason of any past, present or future infringement or misuse of any of the Trademark Rights. To the extent that any of the Registration Applications being assigned to Assignee hereunder are "intent-to-use" registration applications, Assignor acknowledges and agrees that such Registration Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Registration Applications will be used.

2. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments and documents that Assignee reasonably requests, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend, effect or enforce this Assignment as well as Assignee's right, title and interest in and to the Trademark Rights, and to effect the assignment and transfer of the Registrations to Assignee, including but not limited to the recordation of this Assignment in the United States Patent and Trademark Office and in any foreign country and jurisdiction.

3. No Prior Transfers. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in and to any of the Trademark Rights or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Trademark Rights except as set forth in the Contribution Agreement or the Operating Agreement (entered into by the parties on May 14th, 2009). Assignor shall discontinue

all use of the Trademark Rights on the Closing Date (as such term is defined in the Contribution Agreement).

4. Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable except as otherwise permitted under the Contribution Agreement, the Operating Agreement or by majority vote of Platphorm LLC.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and interpreted pursuant to the laws of the State of Delaware.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

NF ENTERTAINMENT, INC.

By: 

Mark Britto, Chairman

ASSIGNEE:

PLATPHORM, LLC

By: 

Scott Faber, Manager

SCHEDULE A

**DESCRIPTION OF MARKS, REGISTRATIONS
AND REGISTRATION APPLICATIONS**

U.S. Trademark Reg. No. 2911679 for the mark NITEFLIRT

U.S. Trademark Reg. No. 2931963 for the mark SPEAK TO YOUR DESIRE

Canadian Trademark Reg. No. TMA652469 for the mark NITEFLIRT

European Community Trademark Reg. No. 3173713 for the mark NITEFLIRT