

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
OVGuide.com, Inc.		12/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Photobucket.com, Inc.		
Street Address:	1099 18th Street		
Internal Address:	Suite 770		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3582246	IBEATYOU	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
Phone:	650-493-9300		
Email:	sschor@wsgr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nathan E. Ferguson/WILSON SONSINI ET AL		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	32938-TM1004/SS2		
NAME OF SUBMITTER:	Nathan E. Ferguson		
Signature:	/Nathan E. Ferguson/		

Date:

01/24/2012

Total Attachments: 6

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Assignment and Transfer Agreement

This ASSIGNMENT AND TRANSFER AGREEMENT (the "*Assignment*") entered into as of December 1, 2011 by and between OVGuide.com, Inc., a Delaware corporation ("*Assignor*") and Photobucket.com, Inc. a Delaware limited liability company ("*Assignee*"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "*Parties*."

RECITALS

A. The Parties and certain other persons are parties to the Asset Purchase Agreement dated December 1, 2011 (the "*Asset Purchase Agreement*"). All capitalized terms used in this Assignment but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to the Business Assets, including but not limited to the Business Domain Names and all Domain Name Rights in, arising out of, or associated with the Business Domain Names.

C. Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all right, title and interest in and to the Trademarks and Trademark Rights (including without limitation all Trademark Rights in, arising out of, or associated with the Business Domain Names) owned, used or held for use in the conduct of the Business, together with the goodwill of the Business associated therewith (collectively, the "*Marks*").

D. Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase from Assignor, all right, title and interest in and to the Business Assets, including but not limited to the Works of Authorship and the Copyrights owned, used or held for use in the conduct of the Business (the "*Works*").

E. Assignee desires to acquire all of the Business Domain Names, including those listed on Exhibit A of this Assignment.

F. Assignee desires to acquire all of the Trademarks, including those listed on Exhibit A of this Assignment.

G. Assignee desires to acquire all of the Works, including the applications and registrations listed on Exhibit B of this Assignment.

NOW THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth in this Assignment and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably sells, grants, conveys, assigns and Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Business Domain Names (including, without limitation, all Intellectual Property Rights therein and the goodwill of the Business appurtenant thereto and which is symbolized thereby) as well as the registrations therefor,

including all rights to renewal and extension thereof. Assignor represents and warrants that the information provided by it regarding the Business Domain Names is true and correct.

2. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Marks in the world for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, together with the goodwill of the Business associated with and symbolized by the Marks, and the right of the Assignee to bring actions, claim relief, and claim damages in respect of any infringement or other violation of rights with respect to any of the Marks throughout the world, including any and all common law rights, applications, and registrations for the Marks, and rights of every kind and nature therein (including, without limitation, the right to apply in any or all countries of the world for Trademark applications and registrations). Assignor represents and warrants that the information provided by it regarding the Marks, including all applications and registrations therein, is true and correct.

3. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Works throughout the world; including any and all copyrights, copyright applications, copyright registrations, and rights of every kind and nature therein (including the right to apply in any or all countries of the world for copyright registrations or protection, design rights, and other artistic and literary rights for the Works, including without limitation under the Paris Convention for the Protection of Industrial Property, the Berne Convention, the Universal Copyright Convention or any other convention, treaty, or understanding pertaining to these rights), all protectable elements that are proprietary to Assignor and are part of or derived from the Works and all components thereof, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present, or future infringements or misappropriation of such rights in the Works. Assignor further agrees that Assignee will have the right to alter, modify, or combine the Works with any other works, and Assignor hereby waives any and all rights of attribution and moral rights in the Works to the maximum extent permitted under the law. The grant includes, without reservation, all rights under 17 U.S.C., including without limitation the right to reproduce the copyrighted Works, the right to prepare derivative works, the right to distribute copies, and the rights to perform and display the Works publicly. Assignor represents and warrants that the information provided by it regarding the Works is true and correct.

4. Assignor agrees to execute and deliver at the request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may reasonably request in order to vest all right, title, and interest in and to the Business Domain Names, the Marks, and the Works over to Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. Additionally, without demanding any further consideration, Assignor agrees to (a) promptly take any and all actions that may be necessary to perfect the assignment of the Business Domain Names to Assignee; (b) amend the registration records for the Business Domain Names to reflect ownership in the name of Assignee as directed by Assignee; and (c) promptly notify Assignee upon completion of the transfer and amendment of the registration records for the Business Domain Names and shall provide to Assignee the usernames and passwords for the accounts holding the Business Domain Names.

5. The terms and conditions of this Assignment will inure to the benefit of the Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Transfer Agreement as of the date first above written.

~~ASSIGNOR:~~

PHOTOBUCKET.COM, INC.

By: Tom Muuro

Name: Tom Muuro

Title: CEO & President

~~ASSIGNEE:~~

OVGUIDE.COM, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment and Transfer Agreement as of the date first above written.

~~ASSIGNOR:~~

PHOTOBUCKET.COM, INC.

By: _____

Name: _____

Title: _____

~~ASSIGNEE:~~

OVGUIDE.COM, INC.

By: *[Signature]*

Name: Peter T Lee

Title: CEO

Exhibit A

Trademarks and Domain Names

Trademarks/Domain Names	Register/Registrar	Registration No.
IBEATYOU	OVGuide.com, Inc. (as successor to IBY, Inc.)	3,582,246 (3/3/09)

Exhibit B

Copyrights

None.