

## 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
Hive Media Inc.		09/26/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TrueHit Designs LLC		
Street Address:	53 Morris Place		
Internal Address:	Unit 1		
City:	Bloomfield		
State/Country:	NEW JERSEY		
Postal Code:	07003		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3928197	HIVE MEDIA	
CORRESPONDENCE DATA			
Fax Number:	9738100213		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-810-0213		
Email:	jlevine@levinegerba.com		
Correspondent Name:	Gerald S. Levine		
Address Line 1:	45 S. Park Pl.		
Address Line 2:	Unit 237		
Address Line 4:	Morristown, NEW JERSEY 07960		
NAME OF SUBMITTER:	Gerald S. Levine		
Signature:	/s/ Gerald S. Levine		
Date:	10/02/2012		

OP \$40.00 3928197

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("Agreement") is made as of September \_\_\_\_\_, 2012, (the "Effective Date"), by and between Truehit Designs LLC, a Delaware Limited Liability Company (the "Company") and Hive Media Inc., a Pennsylvania Domestic Profit Corporation ("Assignor") (collectively, Company and Assignor are hereinafter referred to as the "Parties," each a "Party").

WHEREAS, Assignor is the sole owner of the intellectual property (collectively the "Works") entitled or otherwise known and described as:

1. USPTO-filed trademark for "Hive Media", <i>Reg. No. 3,928,197</i>
2. Various URLs and Web Addresses owned and related to Assignor,
3. Customer Data and Accounts,
4. Any and All Intellectual Property Created, Owned, Licensed, and/or Otherwise Under the Control of Assignor.

WHEREAS, the Assignor furthermore is the sole owner of all intellectual property rights related to the Works, whether copyright, patent, trademark, service mark, trade secret, and/or other such rights or designations as may exist (collectively, the "IP");

WHEREAS, the Parties desire that the Company own all right, title and interest in the Works, including the IP, and Assignor is willing to assign the IP to the Company, subject to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby stipulated, the Parties, intending to be legally bound, hereby agree as follows:

**Assignment of Intellectual Property**

The Assignor acknowledges that all results and proceeds of the Works and any and all intellectual property possessed by the Assignor (including, all original ideas in connection therewith and, all modifications or changes by Assignor to any other Assignor materials or intellectual property, any physical materials created by Assignor) shall be the sole and exclusive property of Company in perpetuity and throughout the Universe. This shall include, without limitation:

- (i) any copyrights and all rights associated therewith;

- (ii) trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any territory;
- (iii) patent and trade secret rights, if any, associated therewith;
- (iv) the right to adapt, change, delete from and add to such results and proceeds, and to use all or any part thereof in new versions and adaptations; and
- (v) all rights generally known as "moral rights."

It is the intention of the Assignor that all contributions made by the Assignor in this regard, including, without limitation, the Works, be the sole and exclusive property of Company and Assignor hereby represents that it knows of no competing claim of ownership. Moreover, in the event that any applicable law prohibits or limits such assignment, Assignor hereby irrevocably, exclusively and on a royalty-free basis, licenses to Company all right, title and interest in and to the IP. Assignor further agrees to perform any and all acts and execute any documents requested by Company, if any, to perfect this assignment and/or license.

Moreover, and without limited the foregoing, such assignment or license, as set forth above, shall include without limitation all rights, title and interest in the IP and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all works based upon or derived from the IP and in all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action either in law or equity for the past, present and future infringement based on the IP throughout the world.

#### **Consideration**

In consideration for the assignment of the IP, Company hereby agrees to pay Assignor the sum of One Dollar (\$1.00), which shall be payable by check, as of the date of execution of this Agreement.

#### **Indemnification.**

Assignor shall indemnify, defend and hold harmless Company and its employees, affiliates and assigns against any liability, damage, loss or expense, including actual attorneys fees and expenses of litigation incurred by or imposed upon the Company arising from any claims against it, directly or indirectly, related to any acts or omissions in connection with the activities authorized by this Agreement and from any and all claims of a third party arising out of on in connection with any claim that the IP violates the rights of such third party.

#### **Representations and Warranties.**

Assignor hereby makes the following material representations upon which it requests the Company to reasonably rely:

- (a) that it has the requisite power and authority to execute and deliver, and perform all of its obligations under, this Agreement;

- (b) the execution, delivery and performance of this Agreement does not and will not result in a breach or constitute a default under any material agreement to which it is bound;
- (c) it is the exclusive owner of the IP;
- (d) the IP is free of any liens, security interests, encumbrances or licenses;
- (e) the IP does not infringe on any third-party's rights;
- (f) there are no claims, pending or threatened with regard to the IP; and
- (g) it will execute any and all documentation necessary to effectuate this Agreement.

**Jurisdiction.**

The Parties agree that this Agreement is made and delivered in, and shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to principles of conflicts of laws of the State of New Jersey or any other state).

Each of the Parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Supreme Court of the State of New Jersey or, if jurisdiction exists, at the option of either Party, to the jurisdiction of the United States District Court for the District of New Jersey (with regard to the limited matters specifically reserved above for determination by a court), for any action, proceeding or investigation in any court or before any governmental authority (a "Litigation") for actions to compel the arbitration and actions to enforce its award, arising out of or relating to this Agreement and the transactions contemplated hereby, as well as any other claims or defenses directly or indirectly related to the subject matter of this Agreement (and agrees not to commence any Litigation relating thereto except in such courts).

Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of exclusive venue of any Litigation arising out of this Agreement or the transactions contemplated hereby, as well as any other claims or defenses directly or indirectly related to the subject matter of this Agreement, in the Superior Court of the State of New Jersey, or, if jurisdiction exists, at the option of either Party, to the jurisdiction of the United States District Court for the State of New Jersey and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum.

The provisions of this section shall survive termination of the Agreement.

**Notices.**

Any and all notices or other communications, if any, that are to be given under this Agreement must be in writing, which shall be given by delivery to the addresses set forth as follows:

If to Assignor	If to Company
53 Morris Place #1	53 Morris Place #1

Bloomfield, NJ 07003

Bloomfield, NJ 07003

Notices pursuant to this Agreement may be sent by way of either personal delivery, certified mail, return receipt requested, two-day mail or overnight mail by a commercial carrier or facsimile transmission. Unless otherwise set forth herein, notices shall be effective as follows:

- (a) notices by certified mail, return receipt requested, two-day mail or overnight mail by a commercial carrier or facsimile transmission (with self-generated confirmation of receipt) shall be deemed given upon sending;
- (b) notices by personal delivery shall be deemed given upon delivery;
- (c) notices delivered via email shall be deemed effective twenty four (24) hours after the message was sent and no "system error" message or other notice of non-delivery is generated; and
- (d) notices given by regular mail shall be effective when and if received at the address to which they are sent.

Attorney's Fees.

Each Party shall each bear their own attorney's fees and costs in connection with the negotiation and execution of this Agreement. In the event that this Agreement is breached, the breaching party shall pay the actual attorney's fees and costs relating to any legal services of the non-breaching party's attorneys, whether or not resulting in institution of proceedings, directly or indirectly relating to the enforcement of the terms and provisions of this Agreement, including without limitation, both actual pre-judgment and post-judgment attorney's fees and costs and attorney's fees and costs of settlement if no proceeding is instituted. Further, such reimbursement shall also include any such fees and costs incurred after the conclusion of such a proceeding in which a judgment or other disposition is rendered in post-judgment or post-disposition collection efforts. As set forth above, this determination shall be made by the arbitrator picked by the parties.

Voluntary Agreement.

The Parties acknowledge having read this Agreement carefully, that they understand all of its terms, that all agreements between the Parties relating to the subjects covered in this Agreement are contained in it, and that they have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. The Parties further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of the Parties' choosing; have not in any manner relied upon the other's legal counsel for legal advice; are fully satisfied that they have read the Agreement thoroughly; and acknowledge that it is in their respective best interest to enter into it. The Parties also acknowledge having asked any questions desired and clarified the meaning of all terms, if any, the meaning of which the Parties are not sure.

**Entire Agreement.**

This Agreement shall constitute the entire agreement of the Parties hereto relating to the subject matter hereof, and any prior agreements, understandings, representations and commitments concerning such subject matter, whether oral or written, are hereby superseded and terminated in their entirety and are of no further force or effect. There are no contemporaneous oral agreements between the parties hereto relating to the parties and the parties have not executed the Agreement in reliance upon any representation or promise other than those specified herein.

**Execution in Counterparts.**

The Agreement may be executed in counterparts. All counterparts shall be construed together and constitute the same instrument. Moreover, this Agreement may be signed by facsimile transmission or scanned/electronic transmission, which shall be as binding as if it were signed in the original.

**Severability.**

The Parties acknowledge that one or more provisions of this Agreement may be legally prohibited or otherwise unenforceable in certain jurisdictions and not others. It is the Parties' intention that this Agreement be construed in a manner that is consistent with prevailing law in the jurisdiction in which it is enforced. Therefore, the Parties agree that if any provision of this Agreement is prohibited or otherwise unenforceable in a jurisdiction where it is being enforced, (a) it shall be nevertheless enforced to the fullest extent allowed by that prevailing law and (b) all other provisions of this Agreement shall remain in full force and effect and shall not be invalidated or rendered unenforceable.

**Waiver.**

No failure by either party to enforce any term, provision or condition of this Agreement, including the breach or default thereof, by conduct, course of dealing or otherwise, in one or more instances shall be deemed a waiver.

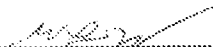
**Miscellaneous.**

The Parties stipulate that the benefits of this Agreement shall inure to their heirs, agents, successors and permitted assigns, entities, agents and successors. The Parties acknowledge that this is a negotiated Agreement and that in no event shall the terms be construed against any party on the basis that such party or its counsel drafted this Agreement. The gender terms in this Agreement shall apply equally to either gender. The headings in this Agreement shall have no force and effect. Neither this Agreement, nor its execution, has been induced by any reliance, representation, stipulation, warranty or understanding of any kind other than those expressed herein. The Parties may not change, modify nor amend this Agreement unless such change, modification or amendment is made in writing and signed by both Parties. Without limitation, any oral statement by the Parties that would modify their rights or obligations hereunder shall be null


and void and both Parties must sign any such written statement at the time it is made. Any and all recitals set forth above and exhibits attached hereto are hereby incorporated herein.

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

Hive Media Inc.

By:  9-26-2012  
Name: William Weaver, CEO

Truehit Designs LLC

By:  9-26-2012  
Name: William Weaver, Managing Member