

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
CARBONHOUSE, INC.		11/30/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	AXS DIGITAL, LLC		
Street Address:	800 W. Olympic Blvd., Suite 305		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2697856	CARBONHOUSE	
Registration Number:	2693385	CARBONHOUSE	
Serial Number:	85677965	SHOWTIME	
CORRESPONDENCE DATA			
Fax Number:	3102015219		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-201-5240		
Email:	jlarkin@seyfarth.com		
Correspondent Name:	Joan Kupersmith Larkin		
Address Line 1:	2029 Century Park East, Suite 3500		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	34525-001112		
NAME OF SUBMITTER:	Joan Kupersmith Larkin		

CH \$90.00 2697856

Signature:	/Joan Kupersmith Larkin/
Date:	02/12/2013
Total Attachments: 6 source=ASSIGNMENT for AXS DIGITAL LLC#page1.tif source=ASSIGNMENT for AXS DIGITAL LLC#page2.tif source=ASSIGNMENT for AXS DIGITAL LLC#page3.tif source=ASSIGNMENT for AXS DIGITAL LLC#page4.tif source=ASSIGNMENT for AXS DIGITAL LLC#page5.tif source=ASSIGNMENT for AXS DIGITAL LLC#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is dated as of November 30, 2012, and is made by CARBONHOUSE, INC., a North Carolina corporation ("Assignor") in favor of AXS DIGITAL, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee shall hereinafter individually be referred to as a "Party" and collectively be referred to as the "Parties." All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to an Asset and Equity Interest Purchase Agreement, dated as of November 30, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignee, the Acquired Assets, including without limitation the exclusive right to all patents, trade names, trademarks, copyrights, know-how, and other intellectual property of the Assignor (the "Intellectual Property"); and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor desires to irrevocably grant, transfer, and assign to Assignee, and Assignee desires to accept the grant, transfer, and assignment of, all of the Intellectual Property, including without limitation the intellectual property listed on Schedule A attached hereto and incorporated herein by this reference and all goodwill associated therewith (the "Transferred IP Rights").

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment: Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee, its successors and assigns, and Assignee hereby purchases, acquires, and accepts the grant, transfer, and assignment of, all of Assignor's worldwide right, title, benefit, entitlement and interest in, to, and under the Transferred IP Rights and all goodwill associated therewith including but not limited to all copies and tangible embodiments of the Transferred IP Rights (in whatever form or medium), all rights in or licenses to or from a third person in any of the Transferred IP Rights, and all past, present, or future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred IP Rights whatsoever, the same to be held and enjoyed by said Assignee, its successors, legal representatives, and assigns from and after the date hereof forever as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

2. Further Assurances: Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred IP Rights and, upon the reasonable request of said Assignee, shall execute and deliver (i) any and all documents and papers whatsoever that may be necessary or desirable to perfect Assignee's rights to the Transferred IP Rights in Assignee or its successors, assigns or other legal representatives, and (ii) any additional applications for registration, or any part or parts thereof; Assignor further agrees to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors, assigns, or other legal representatives.

3. Government Authorization: Assignor hereby authorizes all appropriate governments to record this Assignment and to issue or transfer all said Transferred IP Rights to the Assignee as the legal and beneficial owner of all right, title, benefit, entitlement and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

4. Governing Law: Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, construed in accordance with, and enforced under the laws of the State of Delaware applicable to agreements executed and to be performed solely within such State.

5. Notice: Section 14 of the Purchase Agreement is herein incorporated by reference.

7. Counterparts: This Assignment may be executed in any number of counterparts, any of which may be transmitted by facsimile or via portable document format by other electronic means, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. However, this Assignment shall be ineffective for any purposes whatsoever unless or until executed by all Parties hereto.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

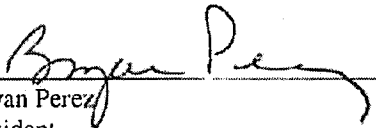
CARBONHOUSE, INC.
(Assignor)

By: _____
Name: James Sack
Title: President

Acknowledged and Accepted:

AXS DIGITAL, LLC

(Assignee)

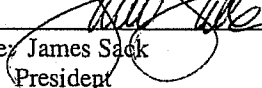
By:  _____
Name: Bryan Perez
Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 004961 FRAME: 0296

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

CARBONHOUSE, INC.
(Assignor)

By: 
Name: James Sack
Title: President

Acknowledged and Accepted:
AXS DIGITAL, LLC
(Assignee)

By: _____
Name: Bryan Perez
Title: President

[Signature Page to Intellectual Property Assignment]

CARBONHOUSE, INC.

STATE OF North Carolina

COUNTY OF Mecklenburg

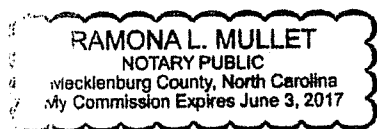
On Nov. 30, 2012, before me personally came the above-named James Sack to me personally known as the individual who executed the foregoing Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Ramona L. Mullet
Notary Public

Name: RAMONA L. MULLET

My Commission Expires: June 3, 2017

(SEAL)



Schedule A

Intellectual Property

Trademarks:

carbonhouse (2 registrations – Registration Nos. 2697856 and 2693385)
showtime (pending - Serial No. 85677965)

Domain Names:

Android4venues.com
Androidforvenues.com
Apps4venues.com
Appsforteam.com
Appsforvenues.com
Carbonhaus.com
Carbonhouse.com
Carbonhouse.mobi
Carbonhouse.net
Carbonhouse.org
Carbonhouseapps4venues.com
Carbonhouseappsforvenues.com
Carbonhouseblog.com
Carbonhousehost.com
Carbonhousehostbc.com
Carbonhousehostsc.com
Greenhousecms.com
Greenhousecms-wiki.com
Iphone4venues.com
Iphoneforvenues.com
Liveelements.com
Myvenueviews.com
Stocktonlive.com (registration property of SMG Stockton)
Venuelements.com
Venuelements.com
Vostok1server.com