

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
V Magazine LLC		12/20/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	VFILES, LLC		
Street Address:	12 MERCER ST		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013-2518		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4329381	VFILES	
Serial Number:	85948795	VFILES	
Serial Number:	85948797	VFILES TV	
Serial Number:	85948803	VFILES SHOP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ginola.johnson@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	1000 N. West Street		
Address Line 2:	Suite 1500		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Edward F. Behm, Jr.		

Signature:	/Edward F. Behm, Jr./
Date:	01/02/2014
Total Attachments: 3 source=VFILES, LLC Assignment Agreement#page1.tif source=VFILES, LLC Assignment Agreement#page2.tif source=VFILES, LLC Assignment Agreement#page3.tif	

Exhibit A**ASSIGNMENT AGREEMENT**

This Assignment Agreement, effective December __, 2013 ("Effective Date") by and between V Magazine LLC (the "Assignor"), and VFILES, LLC, (the "Assignee");

WITNESSETH THAT:

WHEREAS, Assignor is the owner of the marks identified in Schedule 1 hereto in connection with the goods and services listed on each registration and application identified in Schedule 1, together with any or all of the goodwill associated with each of the marks (collectively "Trademark Rights");

WHEREAS, Assignee is desirous of acquiring any and all of Assignor's right, title and interest in and to the Trademark Rights, and any and all goodwill of the business associated therewith; and

WHEREAS, the parties wish to acknowledge this assignment and memorialize same herein.

NOW THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:


1. Assignor hereby assigns, transfers, conveys and sets over unto Assignee, Assignor's entire right, title and interest in and to the Trademark Rights and any and all goodwill of the business associated therewith, any and all future causes of action related to the Trademark Rights, the Trademark Rights to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns.
2. Upon request and at Assignee's sole cost and expense, Assignor further agrees to execute such additional documents as may be required to effectuate, perfect and/or record the assignment set forth herein in the United States Patent and Trademark Office or any other domestic or foreign government agency or office.

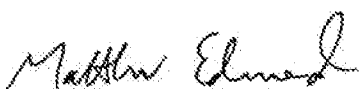
3. Waiver by either party of any breach or failure by either party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce and compel strict compliance with any term or condition hereof.
4. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, affiliates, licensees, and assigns.
5. Assignor represents and warrants that (i) Assignor has the power and authority to enter into and perform its obligations under this Agreement; and (ii) Assignor has not assigned the Trademark Rights previously.
6. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.
7. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

V Magazine LLC

VFILES LLC.

By: 
 Name: CECILIA DEAN
 Title: PARTNER
 Date: 12/20/13

By: 
 Name: MATTHEW EDWARDS
 Title: AUTHORIZED REPRESENTATIVE
 Date: December 18, 2013

Schedule 1

Trademarks

<u>Mark</u>	<u>Status</u>	<u>U.S. App. No.</u>	<u>U.S. Reg. No.</u>
VFILES	U.S. Federal Registration	85/605145	4,329,381
VFILES	U.S. Federal Application	85/948,795	n/a
VFILES TV	U.S. Federal Application	85/948,797	n/a
VFILES SHOP	U.S. Federal Application	85/948,803	n/a