TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/07/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANCHOR BAY TECHNOLOGIES, INC.		03/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ABT-AC, INC.	
Street Address:	300 Orchard City Drive	
Internal Address:	Suite 131	
City:	Campbell	
State/Country:	CALIFORNIA	
Postal Code:	95008	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2348649	DVDO
Registration Number:	2859167	ISCAN
Registration Number:	2791621	ISCAN
Registration Number:	3360536	ABT
Registration Number:	3521565	ANCHOR BAY
Registration Number:	3513378	VRS
Registration Number:	3598957	PREP

CORRESPONDENCE DATA

Fax Number: (310)820-5988

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

310-207-3800 Phone:

TRADEMARK

REEL: 004497 FRAME: 0430 900186234

Email: tm_filings@bstz.com Correspondent Name: Lori N. Boatright Address Line 1: 12400 Wilshire Boulevard, 7th FI Blakely Sokoloff Taylor & Zafman LLP Address Line 2: Address Line 4: Los Angeles, CALIFORNIA 90025 ATTORNEY DOCKET NUMBER: 008562.G035 NAME OF SUBMITTER: Lori N. Boatright Signature: /Lori N. Boatright/ 03/14/2011 Date:

Total Attachments: 3

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> **TRADEMARK** REEL: 004497 FRAME: 0431

TRADEMARK ASSIGNMENT NUNC PRO TUNC

The parties below agree and acknowledge that the transfer of trademark rights, described more fully below, occurred on the 7th day of December, 2010, and wishes to have the title properly reflected in the United State Patent & Trademark Office and elsewhere as follows:

ANCHOR BAY TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of Delaware, located and doing business at 300 Orchard City Drive, Suite 131, Campbell, California 95008, U.S.A. (hereinafter referred to as the "Assignor") of the first part, and

ABT-AC, INC., a corporation duly organized and existing under the laws of California, located and doing business at 300 Orchard City Drive, Suite 131, Campbell, California 95008, U.S.A. (hereinafter referred to as the "Assignee") of the other part.

WHEREAS the Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the United States trademarks for which applications have been filed and certain registrations have issued, as set forth in the accompanying Exhibit A attached hereto and incorporated herein, and Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the certain unregistered common law trademarks also as set forth in Exhibit A attached hereto and incorporated by reference;

WHEREAS the Assignor has adopted, used, was and is using as of December 7, 2010, and is the owner of the foreign trademarks for which applications have been filed and certain registrations have issued, as set forth in the accompanying Exhibit B attached hereto and incorporated herein;

WHEREAS the Assignor agreed as part of a legal transaction occurring on December 7, 2010 to assign, and did assign, unto the Assignee all right, title and interest in and to the said trademarks set forth in Exhibit A and Exhibit B, together with the goodwill of the business symbolized by the trademarks, and the registrations therefor, along with all rights associated with the unregistered common law marks; further, Assignor agrees to undertake all measures necessary to effectuate the purpose of this Assignment including executing additional documents required by governmental authorities;

NOW THEREFORE, for good and valuable consideration paid by Assignee to the Assignor, and as outlined in other agreements between the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, nunc pro tunc, to Assignee as of December 7, 2010 the trademarks set forth on Exhibit A and Exhibit B, together with the goodwill of the business symbolized by the trademarks, the trademark applications and trademark registrations therefor, and the right to sue for past infringements. Assignor acknowledges and agrees that Assignee be entered on the

records of the relevant trademark offices as the subsequent owner of the said trademark applications and trademark registrations. If necessary, Assignor agrees to undertake all measures necessary to effectuate the purpose of this Assignment Agreement including executing additional documents required by governmental authorities, including but limited to, Trademark Offices in various countries.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be executed effective as of the day and year first above written.

Assignor

ANCHOR BAY TECHNOLOGIES, INC.

Name:

Douglas Fealtman

Title:

Chief Executive Officer

Date:

3/11/11

NOTARIAL:

Assignee

ABT-AC, INC.

Name:

Douglas Fealtman

Title:

Chief Executive Officer

Date:

3/4/4

NOTARIAL:

Exhibit A

U.S. Trademark Registrations

Mark	U.S. Registration No.	
DVDO and Design	2,348,649	
ISCAN and Design	2,859,167	
ISCAN	2,791,621	
ABT (Stylized)	3,360,536	
ANCHOR BAY	3,521,565	
VRS	3,513,378	
PREP	3,598,957	

Common Law Marks

POWERED BY ABT
POWER YOUR PLASMA
PLASMA TUNED
PRECISION VIDEO SCALING
PRECISION AV LIPSYNC
AUTOCUE-C
AUTOVFR
AUTOSOURCE
RIGHTRATE

TRADEMARK REEL: 004497 FRAME: 0434

RECORDED: 03/14/2011