

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
Coginvest S.A.		10/18/2013	COMPANY: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	RT Holding S.A.R.L.		
Street Address:	32 Boulevard Royal		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2449		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77605467	REDTUBE	
Serial Number:	77649785	REDTUBE	
Serial Number:	77978596	REDTUBE	
Serial Number:	77980627	REDTUBE	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-815-2600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Harold Milstein c/o Sheppard Mullin et a		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	19TJ-141162/COGINVEST/RT		
DOMESTIC REPRESENTATIVE			

900274885

TRADEMARK
REEL: 005175 FRAME: 0533

CH \$115.00 77605467

Name: Harold Milstein c/o Sheppard Mullin et a
Address Line 1: 379 Lytton Avenue
Address Line 4: Palo Alto, CALIFORNIA 94301

NAME OF SUBMITTER:

Harold Milstein

Signature:

/HaroldMilstein/

Date:

12/17/2013

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES, dated and effective as of October 18, 2013 (the "Assignment"), is entered into among Coginvest S.A., a public limited liability company (*société anonyme*) organized under the laws of the Grand Duchy of Luxembourg, with registered address 3A boulevard du Prince Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B 37.294 (the "Assignor") and RT Holding S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with registered address at 32 boulevard Royal, L-2449 Luxembourg, in the process of being registered with the Luxembourg trade and companies register and having a share capital of EUR 12,500 (the "Assignee"). Capitalized terms used but not defined herein have the meanings set forth in the Contribution and Subscription Agreement (as defined below), as applicable. This Assignment shall be deemed to be effective as of the Closing.

RECITALS

WHEREAS, pursuant to that certain Contribution and Subscription Agreement dated as of October 18, 2013, by and among the Assignee, MindGeek S.à r.l., Manwin RK S.à r.l., Manwin Licensing Europe S.à r.l., Manwin Ireland Holdco Limited, Manwin Licensing EX-US Holding S.à r.l., Manwin Licensing International S.à r.l., the Assignor, Bright Imperial Limited, Acaju Investments S.A. and Somerset Capital Limited (the "Contribution and Subscription Agreement"), Assignor agreed to contribute, assign, convey, deliver and transfer to Assignee, and Assignee agreed to accept and receive from Assignor, the Contributed Assets (as defined in the Contribution and Subscription Agreement) for the consideration and upon the terms and conditions set forth in the Contribution and Subscription Agreement;

WHEREAS, a portion of the Contributed Assets is comprised of Assignor's rights, title and interests in and to certain trademarks, including related registrations and pending applications and common law rights, each of which trademark is set forth in Exhibit A (the "Trademarks");

WHEREAS, a portion of the Contributed Assets is comprised of Assignor's rights, title and interests in and to certain domain names, each of which domain name is set forth in Exhibit B (the "Domain Names");

WHEREAS the parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by Assignor and the acceptance by Assignee of the Trademarks, and execute additional documents as required by the relevant trademark offices and as reasonably necessary to effect this Assignment;

WHEREAS the parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by Assignor and the acceptance by Assignee of the Domain Names and execute additional documents and comply to any procedure required by the applicable domain name registrar as reasonably necessary to effect this Assignment; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Contribution and Subscription Agreement, the parties have agreed to execute and deliver this

Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, (a) Assignor hereby contributes, assigns, conveys, delivers and transfers, to Assignee and (b) Assignee hereby accepts and receive from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks and Domain Names, free and clear of all Encumbrances, other than Permitted Encumbrances, together with all associated goodwill of the business connected with the use thereof and symbolized thereby, including the right to recover for damages and past profits for past infringements of the Trademarks and Domain Names.

2. Recordation of Trademarks. The parties shall, following the assignment and transfer of the Trademarks hereunder, authorize and request any other governmental authority, as appropriate, to record this Assignment to indicate Assignee as the assignee and owner of the Trademarks in its records. Following the assignment and transfer of the Trademarks hereunder, Assignor shall authorize and request any official of any state or foreign country authorized and empowered to issue trademark registrations, to issue all registrations from any applications for registration included in the Trademarks to Assignee.

3. Recordation of Domain Names. The parties shall, following the assignment and transfer of the Domain Names hereunder, conduct online transactions, file name change agreements, unlock domains, obtain authorization codes, send confirming emails and follow other procedures required by the applicable domain name registrar, to convey the Domain Names from Assignor to Assignee.

4. Additional Actions. Assignor hereby covenants and agrees that, at any time and from time to time after the Closing, at the reasonable request of the Assignee and without further consideration, it will execute and deliver such other instruments of contribution, sale, transfer, conveyance, assignment and delivery, and take such other actions as are reasonably necessary to contribute, sell, transfer, convey, assign and deliver, as applicable, to the Assignee, and to confirm to third parties the Assignee's right, title and interest in, to and under, the Trademarks and Domain Names, as applicable.

5. Contribution and Subscription Agreement. This Assignment is executed and delivered pursuant to the Contribution and Subscription Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Contribution and Subscription Agreement. In the event of any conflict or inconsistency between the terms of the Contribution and Subscription Agreement and the terms hereof, the terms of the Contribution and Subscription Agreement, as applicable, shall govern.

6. Governing Law. This Assignment and the rights and obligations of the parties hereunder and the Persons subject hereto shall be governed by and construed and interpreted in accordance with the Laws of the State of New York without giving effect to conflicts of laws

rules that would require the application of the Laws of another jurisdiction.

7. Binding Effect: Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment shall not be assignable or otherwise transferable by any party hereto without the prior written consent of the other party.

8. Amendment. Waiver. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties. Waiver of any term or condition of this Assignment by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Assignment.

9. Third Party Beneficiary. Nothing in this Assignment shall confer any rights, remedies or claims upon any Person or entity not a party or a permitted assignee of a party to this Assignment.

10. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

11. Counterparts. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof

[Remainder of page intentionally left blank]

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

ASSIGNOR:

COGINVEST S.A.

By: _____

Name: *Monica Zafra*

Title: *Shareholder*

By: _____

Name:

Title:

ASSIGNEE:

RT HOLDING S.À R.L.

By: *Manwin Holding S.à r.l., its sole manager*

By: _____

Name:

Title:

[Signature page to Assignment of Trademarks and Domain Name:]

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

ASSIGNOR:

COGINVEST S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNEE:

RT HOLDING S.À R.L.

By: Manwin Holding S.à r.l., its sole manager

By: RL P. Gt

Name: Philippe Peire C&K

Title: Manager

[Signature page in Assignment of Trademarks and Domain Names]

Trademark	Country	Application Number	Registration Number	Status	Registration Date	Next Renewal Date
REDTUBE	United States of America	77/605,467	4,035,355	Registered	04-Oct-2011	04-Oct-2021
REDTUBE	United States of America	77/649,785	4,038,901	Registered	11-Oct-2011	11-Oct-2021
REDTUBE	United States of America	77/978,596	3,843,119	Registered	31-Aug-2010	31-Aug-2020
REDTUBE	United States of America	77/980,627	3,884,412	Registered	30-Nov-2010	30-Nov-2020