

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>John S. Penberthy</td> <td>06/23/2011</td> </tr> <tr> <td>Simon A. Assaad</td> <td>06/23/2011</td> </tr> <tr> <td>David V. Carson</td> <td>06/22/2011</td> </tr> <tr> <td>Bradley G. Johnson</td> <td>06/23/2011</td> </tr> </tbody> </table>		Name	Execution Date	John S. Penberthy	06/23/2011	Simon A. Assaad	06/23/2011	David V. Carson	06/22/2011	Bradley G. Johnson	06/23/2011		
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RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Heavy Inc.</td> </tr> <tr> <td>Street Address:</td> <td>347 West 36th Street</td> </tr> <tr> <td>Internal Address:</td> <td>Unit 401</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10018</td> </tr> </table>		Name:	Heavy Inc.	Street Address:	347 West 36th Street	Internal Address:	Unit 401	City:	New York	State/Country:	NEW YORK	Postal Code:	10018
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number: (215)568-3439 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (215) 568-3100 Email: mcalico@woodcock.com Correspondent Name: Woodcock Washburn LLP Address Line 1: 2929 Arch Street Address Line 2: Cira Centre, 12th Floor Address Line 4: Philadelphia, PENNSYLVANIA 19104													
ATTORNEY DOCKET NUMBER:	**UP-0014												
NAME OF SUBMITTER:	Masako Calico												

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PATENT
REEL: 026529 FRAME: 0804

Total Attachments: 11

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ASSIGNMENT OF PATENT RIGHTS

The undersigned assignors (collectively "Assignor") have invented and wish to assign inventions and improvements (the "Invention(s)") disclosed in the patent applications and patents filed in the United States Patent and Trademark Office, and/or other governmental offices that are identified on the attached Exhibit A. Assignee desires to acquire the entire right, title and interest in and to the assets and rights conveyed, assigned, and transferred pursuant to this Assignment of Patent Rights, made effective as of May 14, 2009 (this "Assignment").

Now, therefore, for valuable consideration, the receipt and sufficiency of which the Assignor acknowledges, Assignor hereby irrevocably and unconditionally conveys, assigns, and transfers to Heavy Inc., a Delaware corporation, with an office at 347 West 36th Street, Unit 401, New York, NY 10018 ("Assignee"), Assignor's full extent of the right, title, and interest in and to any and all of the following (the "Rights"):

- The Invention(s) and all rights in any country of the world with respect to the Invention(s);
- The patents listed on Exhibit A and all letters patents, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Invention(s) (the "Patent(s)");
- The patent applications listed on Exhibit A and all divisions, continuations (in whole or in part), substitutions, renewals, and other applications claiming priority rights directly or indirectly from the Patents and/or any such applications (the "Application(s)");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Application(s) and/or the Patent(s);
- All non-United States patents, patent applications, and counterparts with respect to the Invention(s), the Application(s), and the Patent(s) including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patent(s) and/or Application(s) and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Application(s), the Invention(s), and the Patent(s), including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Application(s), the Invention(s), and/or the Patent(s);
- All rights to collect royalties and other payments under or on account of any of the Application(s), the Invention(s), and the Patent(s);
- Any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention(s), and the Patent(s); and
- All documents related to the conception, diligence and reduction to practice of the Invention(s) and all domestic and international patent filing documents.

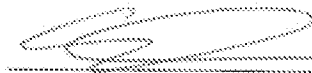
Assignor will not execute any writing or do any act conflicting with this Assignment, and, without further compensation, will execute all documents and do such additional acts as Assignee deems necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor will render any requested assistance in making application for and obtaining original, divisional, continuing (in whole or in part), reissued or extended letters patent on the Invention(s) throughout the world. Assignor requests the respective patent office or governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Invention(s) and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon Assignor, its successors or assigns, and anyone properly designated by them. This Assignment may be executed in counterparts.

ASSIGNOR:

David V. Carson



(signature must be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of David V. Carson to the above Assignment of Patent Rights on behalf of Heavy, Inc. and makes the following statements:

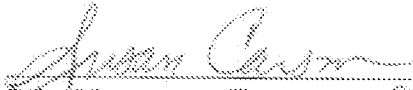
1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. David V. Carson is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on June 22, 2011 to execute the above Assignment of Patent Rights on behalf of Heavy, Inc.

3. David V. Carson subscribed to the above Assignment of Patent Rights on behalf of Heavy, Inc.

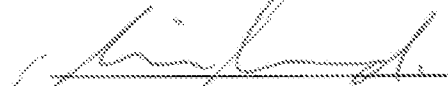
I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on June 22, 2011 (date)


Print Name: Susan Carson

ASSIGNOR:

Simon A. Assaad


(signature must be attested)

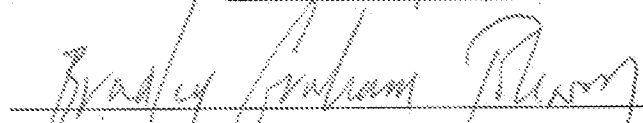
ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Simon A. Assaad to the above Assignment of Patent Rights on behalf of Heavy, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Simon A. Assaad is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on June 23, 2011 to execute the above Assignment of Patent Rights on behalf of Heavy, Inc.
3. Simon A. Assaad subscribed to the above Assignment of Patent Rights on behalf of Heavy, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

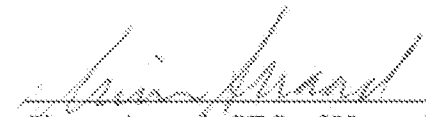
EXECUTED on June 23, 2011 (date)



Print Name: BRADLEY GRAHAM JOHNSON

ASSIGNOR:

John S. Penberthy



Simon Assaad, CEO of Heavy Inc., attorney-in-fact for John S. Penberthy

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Simon Assaad to the above Assignment of Patent Rights on behalf of Heavy, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Simon Assaad is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on June 23rd, 2011 to execute the above Assignment of Patent Rights on behalf of Heavy, Inc.
3. Simon Assaad, CEO of Heavy Inc., attorney-in-fact for John S. Penberthy, subscribed to the above Assignment of Patent Rights on behalf of Heavy, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

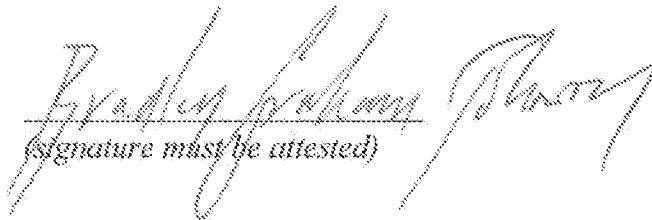
EXECUTED on June 23rd, 2011 (date)



Print Name: ANTHONY ILLIANO

ASSIGNOR:

Bradley G. Johnson


(signature must be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Bradley G. Johnson to the above Assignment of Patent Rights on behalf of Heavy, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Bradley G. Johnson is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on June 23, 2011 to execute the above Assignment of Patent Rights on behalf of Heavy, Inc.
3. Bradley G. Johnson subscribed to the above Assignment of Patent Rights on behalf of Heavy, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on June 23, 2011 (date)

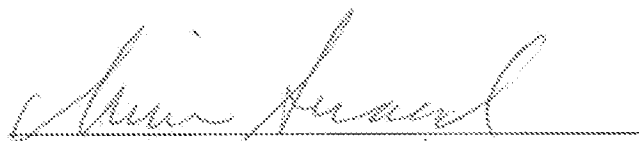

Print Name: Simon Assad

EXHIBIT A

U.S. Application/ Patent No.	U.S. Filing/Date	Title and Inventor Names
12/465,907	05/14/2009	Method and system for selecting and delivering media content via the internet Penberthy, John S.; Assaad, Simon A.; Carson, David V.; Johnson, Bradley G.

INTELLECTUAL PROPERTY AND NON DISCLOSURE AGREEMENT

In consideration and as a condition of my engagement as a non-employee independent contractor by Heavy Inc., a Delaware corporation (the "Company", which term shall also include any affiliates, subsidiaries and divisions of the Company), or, if I am currently an employee or independent contractor of the Company, my continued employment or engagement, as the case may be, by the Company, I hereby agree with the Company as follows:

1. Ownership of Intellectual Property. All inventions, patents, patent rights, trademark, trademark rights, copyrights, works of authorship, compositions of matter, computer software programs of any kind or nature, databases, methods, know-how, trade secrets and all other intellectual property and rights thereto and therein relating in any manner to work performed or to be performed by or for me, or relating to the actual or proposed business of the Company, or resulting from the use of the premises or personal property (either tangible or intangible) of the Company (the "Intellectual Property") shall be owned exclusively by the Company. The Company may, in its sole discretion, take whatever steps necessary and appropriate to protect and enforce such Intellectual Property and rights therein. Furthermore, without limiting the foregoing, any such Intellectual Property created by me and related to the actual or proposed business of the Company shall be deemed "works made for hire" and the Company shall be deemed the author thereof under the U.S. Copyright Act (Title 17, U.S. Code). I hereby irrevocably designate the company as my attorney in fact for the purpose of executing or filing any applications and to take any other lawful act to protect the Intellectual Property and obtain registration of the Intellectual Property in the name of the Company.

2. Assignment and Quitclaim. To the extent that I own, acquire or control any part of the Intellectual Property, or any rights therein, including any so-called moral rights, I hereby irrevocably assign, transfer, convey, and quitclaim all right, title, and interest therein and thereto to the Company, and agree to irrevocably assign, transfer, convey, and quitclaim any and all future ownership and rights, title, and interest therein and thereto to the Company. Furthermore, to the extent that some or all of the Intellectual Property is determined not to constitute "works made for hire," as a matter of law, I hereby agree to irrevocably assign, transfer, convey, and quitclaim all rights I have or may have to the Company, without any separate or additional remuneration or compensation from the Company.

3. Non-Disclosure and Use of Proprietary Information. I will not at any time, whether during or after the termination of my employment or engagement, as the case may be, reveal to any person or entity any of the trade secrets or proprietary or confidential information of the Company, including without limitation, the Intellectual Property, (the "Confidential Information"), except as may be required in the ordinary course of performing my duties as an employee or as an independent contractor, as the case may be, of the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner. The parties agree that Confidential Information, as used herein, shall be interpreted in the broadest and most comprehensive manner allowable by law. Upon termination of my employment or engagement, as the case may be, I shall return all materials of any nature belonging to the Company, including without limitation, all Confidential Information of the Company.

4. Intentionally Left Blank

5. Non-Solicit. I will not for a period of 12 months after the termination of my employment or engagement, directly or indirectly through any third party, solicit or recruit the employment or engagement of or induce any business, firm or corporation to employ or to recruit the employment or engagement of, any employees or agents of the Company, nor shall I induce any customer of the Company to withdraw, curtail or cancel any existing proposal, request for proposal, order or contract with the Company or solicit business from any customer of the Company.

6. Equitable Relief. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder, without the posting of any bond or other security. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedy available for such breach or threatened breach. The prevailing party in any litigation arising under this Agreement shall be entitled to recover his or its attorneys' fees and expenses in addition to all other available remedies.

7. Survival of Obligations. My obligations under this Agreement shall survive the termination of my employment or engagement, as the case may be, regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

8. Assignability. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

9. No Duty to Employ or Engage. I understand that this Agreement does not constitute a contract of employment, or a consulting agreement, or obligate the Company to employ or engage me, as the case may be, for any period or at all.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly therein (without regard to principles of conflicts of laws).

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the 9th day of September 2007.

EMPLOYEE

Print Name Scott Pembarky
Signature [Signature]
Date 9/4/07

Agreed to and Accepted:

HEAVY INC.

By [Signature]



330 W 38th Street, Suite 1102
New York, NY 10018

July 30, 2007

Scott Penberthy
173 N Highland Pl.
Croton on Hudson, NY 10520

Dear Scott,

We are very excited that you've decided to join us here at Heavy Inc. Heavy Inc. (the "Company") is pleased to offer you the position of Chief Technology Officer, reporting to Simon Assaad and David Carson, on the following terms.

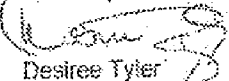
- 1) Start Date: Your start date will be determined mutually by you and Simon Assaad, and will be as close to the acceptance date of this letter as possible but no later than August 20th, 2007. You agree to devote your full business time and attention to performing your duties as Chief Technology Officer. 9/4
- 2) Compensation:
 - a) Salary: Upon commencement of your employment, the Company will pay you a salary of \$235,000 per annum, payable in accordance with Company's normal payroll practices and subject to whatever withholdings are required by law.
 - b) Incentive Compensation: In addition, you will be eligible to be considered for an incentive bonus for each fiscal year of the Company. The bonus (if any) will be awarded based on the achievement of objective or subjective criteria established jointly by you and the CEO of Heavy within 60 days of your start date. Your potential bonus will be up to 25% of your then current base salary. Any bonus for the fiscal year in which your employment begins will be prorated, based on the number of days you are employed by the Company during that fiscal year.
 - c) Equity Participation: Subject to the approval of the Board or its Compensation Committee, you will be granted an option to purchase 1,193,750 shares of the Company's Common Stock (the "Option"). The exercise price per share will be determined by the Board or the Compensation Committee when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's Equity Incentive Plan (the "Plan"), as described in the Plan and the applicable Stock Option Agreement. Said stock options shall vest annually over a four (4) year period with the first tranche vesting one year from the start date of employment. You shall have full "change in control" vesting. Subject to Board approval (i) Employee will be granted the right to exercise all of the options immediately subject to a restricted stock agreement which allows the Company to buyback the stock in certain circumstances per the vesting schedule and (ii) the Company shall provide the Employee with a Loan in order to enable the immediate, cashless exercise of the options.
- 3) Benefits:
 - a) You shall be entitled to participate in those employment benefits and vacation days generally made available to employees of Company. The benefits include dental and medical health insurance, non-contributing 401k plan, cafeteria plan, pre-paid metro-card and a discount on a gym membership at Crunch.



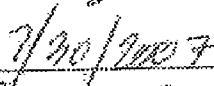
- 4) Confidentiality/Proprietary Rights: You agree to execute the Company's standard Non Disclosure/Confidentiality /Work for Hire Agreement prior to receiving any payments or equity grants hereunder.
- 5) Expiration: This offer of employment expires if not accepted by you, in writing as provided below, and returned to Heavy Inc. on or before Thursday, August 2, 2007.
- 6) Miscellaneous:
- a) This offer letter shall be governed by the laws of the State of New York applicable to contracts made and wholly performed therein.
 - b) You and Company agree that nothing in this offer letter shall create a specific employment term or a guarantee of employment and any subsequent employment of you by the Company will be at will.
 - c) You represent that your acceptance of this offer and your employment by Heavy will not violate the terms of any agreement between you and any other party.
 - d) This offer letter represents the entire offer of employment between you and the Company and you may not rely on any promise or other representation regarding your potential employment with the Company, that has been, or may have been, made by the Company.

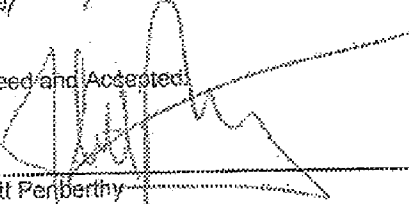
Once again, Scott, we are incredibly excited for you to be part of the Heavy team, and we look forward to working together, leveraging our skills, and building an incredibly successful company.

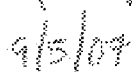
Sincerely,


Desiree Tyler
V.P., Human Resources
Heavy Inc.


Simon Assaad CEO


Date

Agreed and Accepted:

Scott Perberthy


Date