

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
FN(X) I Holding Corporation	12/31/2011
RECEIVING PARTY DATA	
Name:	Trusted Opinion Inc.
Street Address:	690 5th St
Internal Address:	Suite 105
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61428769
Application Number:	13339520
PCT Number:	US1167721
Patent Number:	7703030
CORRESPONDENCE DATA	
Fax Number:	(312)896-5678
Phone:	3124643135
Email:	msmolucka@loeb.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mary Ann Smolucka/Loeb & Loeb LLP
Address Line 1:	321 North Clark Street
Address Line 2:	Suite 2300
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	217170-10009

CH \$160.00 61428769

NAME OF SUBMITTER:

Mary Ann Smolucka

**Total Attachments: 5**

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## **PATENT ASSIGNMENT**

**December 31, 2011**

This Patent Assignment ("Patent Assignment") is entered into by and between FN(X) I HOLDING CORPORATION, a Delaware corporation ("Assignee"), and TRUSTED OPINION INC., a Delaware corporation ("Assignor"), pursuant to that certain Asset Purchase Agreement of even date hereof (the "Agreement"), by and among Function(x) Inc., Seller and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS Assignor is the owner of all right, title and interest in and to the patents and patent applications listed on the Schedule attached hereto (collectively, the "Patents"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to enter into this Patent Assignment and transfer the entire right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignor hereby sells, assigns and transfers to Assignee, free and clear of all Liens (as defined in the Agreement), Assignor's full and exclusive right, title and interest in and to the Patents and all letters patent of the United States to be obtained therefor and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted (the "US Patent Rights"); together with all causes of action Assignors may have for the infringement of the Patents or US Patent Rights, including all rights Assignor has to sue and collect damages and payments for claims of past or future infringements of the Patents or US Patent Rights.

Assignor also hereby sells, assigns and transfers to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Patents in all foreign countries, and all applications, certificates or registrations for letters patent which may evolve therefrom, including the right to claim International Convention priority (the "Foreign Patent Rights"); together with all causes of action Assignor may have for the infringement of the Foreign Patent Rights, including all rights Assignor has to sue and collect damages and payments for claims of past or future infringements of the Foreign Patent Rights.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents, the US Patent Rights and the Foreign Patent Rights, as may be known and accessible to Assignor and, at Assignee's expense, Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents, US Patent Rights and Foreign Patent Rights which may be necessary or desirable to carry out the purposes hereof.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

THIS PATENT ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE AGREEMENT. IF ANY CONFLICT EXISTS BETWEEN THE TERMS OF THIS PATENT ASSIGNMENT AND THE AGREEMENT, THEN THE TERMS OF THE AGREEMENT SHALL GOVERN AND CONTROL.

This Patent Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignor and the Assignee.

[signature page follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Patent Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FN(X) I HOLDING CORPORATION,  
a Delaware corporation

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Vice President

TRUSTED OPINION INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Patent Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

FN(X) I HOLDING CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRUSTED OPINION INC.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: TODD GREENE

Title: CEO

Signature Page to Patent Assignment

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