PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Volomedia, Inc.	12/23/2011

RECEIVING PARTY DATA

Name:	Zetta Research and Development - Volomedia Series
Street Address:	770 27th Avenue
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7568213
Application Number:	12690888

CORRESPONDENCE DATA

Fax Number: (650)391-1395
Phone: 650-391-1380
Email: tpham@lrlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Lewis and Roca LLP
Address Line 1: 2440 W. El Camino Real, 6th Floor
Address Line 4: Mountain View, CALIFORNIA 94040

OP $80.00 7568213

ATTORNEY DOCKET NUMBER:	VOLO-001COA & B
NAME OF SUBMITTER:	Tam Thanh Pham

Total Attachments: 4
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INSTRUMENT OF TRANSFER OF PATENTS, TRADEMARKS AND COPYRIGHTS

This INSTRUMENT OF TRANSFER OF PATENTS, TRADEMARKS AND COPYRIGHTS dated as of December 23, 2011 (the "*Transfer Statement*") is executed and delivered by Leader Ventures, LLC, as agent for Leader Lending, LLC-Series A and Leader Lending, LLC-Series B (collectively "*Seller*"), to Zetta Research and Development – Volomedia Series only, a series of a limited liability company formed in the State of Delaware ("*Purchaser*").

RECITALS

A. Volomedia, Inc. ("*Debtor*") and Seller are parties to a Loan and Security Agreement originally dated as of February 8, 2008 (as amended form time to time and together with all related schedules, attachments and collateral agreements referred to as the "*Loan Agreement*") pursuant to which Seller on April 28, 2008 made a loan to Debtor secured by substantially all of the Debtor's tangible and intangible property, including without limitation all patents, patent rights, copyrights, trademarks and other forms of intellectual property, and Seller on April 28, 2008 filed a UCC Financing Statement No. 2008 1467909 with the Delaware Secretary of State to perfect its security interest.

B. Seller gave Debtor written notice of Debtor's default of its payment obligations under the Loan Agreement on September 19, 2009, and Debtor has fail to cure such defaults.

C. D. Effective as of December 23, 2011, Seller exercised its right and remedies under the Loan Agreement and applicable law, including Division 9 of the California Uniform Commercial Code ("CUCC") Section 9610 with respect to its collateral by selling substantially all of its collateral, including all interests in patents, trademarks and copyrights, to Purchaser in accordance with the terms of a Foreclosure Sale Agreement dated as of December 23, 2011 (the "*FSA*").

E. As a result of Seller's exercise of its rights and remedies as described in Recital D above, Purchaser has acquired all the rights of a transferee of collateral within the meaning of CUCC §9617 with respect to all of the Debtor's interest in patents, trademarks and copyrights (the "*IP Collateral*").

F. Seller and Purchaser now seek to confirm the transfer of the IP Collateral as set forth herein.

TRANSFER

NOW THEREFORE, for good and valuable consideration, Seller transfers the IP Collateral to Purchaser as follows:

1. <u>Incorporation of Recitals</u>. Each of the Recitals is incorporated and made a part of this Transfer Statement.

2. <u>Transfer of IP Collateral</u>. Subject to all of the terms and conditions of the FSA, Seller transfers to Purchaser all of the Debtor's interest in (i) the Patents and Patent Applications listed on Schedule 1.1 and (ii) the Trademarks listed on Schedule 1.2. Seller transfers the forgoing to the extent transferable pursuant to CUCC §9617, and Purchaser acknowledges that such transfer is, "as is", "where is", without recourse, and without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. Nothing in this Transfer Statement shall be deemed or urged to vest Purchaser with any rights or interest different or superior to Purchaser's

rights under the FSA, and this Transfer Statement merely confirms and evidences of the transfer effected pursuant to the FSA.

3. Addresses. The name and address of each of Seller, Purchaser and Debtor are:

Seller: Leader Ventures, LLC
Attn: Robert Molke
311 California St., Suite 420
San Francisco, CA 94104
Facsimile: 415 956 8233

Purchaser: Zetta Research and Development – Volomedia Series only
Attn: Côme Laguë
770 27th Avenue
San Mateo, CA 94403

Debtor: Volomedia, Inc.
Attn: Mr. Murgesh Navar
c/o Sutter Hill Associates, LLC
755 Page Mill Rd. A-200
Palo Alto, CA 94304

4. Interpretation and Governing Law. This Transfer Statement shall be interpreted consistent with the terms and intent of the FSA and shall be governed by the internal laws of the State of California (without reference to conflicts of law principles).

IN WITNESS WHEREOF, Seller has executed this Transfer Statement as of the day and year first above written.

SELLER:

Leader Ventures, LLC, as agent for Leader Lending, LLC-Series A and Leader Lending, LLC-Series B

By:

Name: Robert W Molke

Title: Managing Director

Schedule 1.1

Patents and Patent Applications

Patent	Application	Decription
7,568,213	12/248,691	METHOD FOR PROVIDING EPISODIC MEDIA CONTENT
	12/690,888	PERSONALIZED MEDIA SERVICES

Schedule 1.2

Trademarks

"Volomedia Trademark" along with all the goodwill attendant thereto and the "Volomedia.com Domain".