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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Josh Marshall	12/21/2012
Jen Grogono	12/21/2012

RECEIVING PARTY DATA

Name:	uStudio, Inc.
Street Address:	301 Congress Ave
Internal Address:	Suite 1275
City:	Austin
State/Country:	TEXAS
Postal Code:	78701

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13725454

CORRESPONDENCE DATA

Fax Number: 7134688883

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

Phone: 512-418-9944

Email: tphpto@tphm.com

Correspondent Name: E.E. "Jack" Richards, II

Address Line 1: 1616 S. Voss Road, Suite 750

Address Line 2: TROP, PRUNER & HU, P.C.

Address Line 4: Houston, TEXAS 77057

ATTORNEY DOCKET NUMBER:	USL.002US
NAME OF SUBMITTER:	E.E. "Jack" Richards, II

Total Attachments: 2

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PATENT REEL: 029575 FRAME: 0692 \$40,00 1372545

Attorney Docket No.: USL.002US

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventor(s):

JOSH MARSHALL, JEN GROGONO

hereby sell, assign, and transfer to:

uStudio, Inc.

a corporation of Delaware, having a principal place of business at 301 Congress Ave. Suite 1275, Austin Texas, 78701 USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and improvements that are disclosed in the application for the United States patent entitled:

MEDIA DISTRIBUTION AND MANAGEMENT PLATFORM

(I hereby authorize and request my attorney, associated with Customer Number 47795, to insert on the designated lines below, the filing date and application number of said application when known.)

which was filed on December 21, 2012 as

United States Application Number 13/725,454 and

and in and to said application and all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, reexamination, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions and improvements;

and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions and improvements;

and in and to all rights of priority resulting from the filing of said United States applications or patents;

and in and to all rights of any kind whatsoever of ASSIGNOR accruing under any of said applications or patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world:

and in and to all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the any of said applications or patents;

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PATENT REEL: 029575 FRAME: 0693 and in and to all claims and cause of actions, with respect to any of said applications or patents, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, injunctive and other legal and equitable relief for past, present and future infringement, including the right to sue for such legal and equitable relief and to collect or otherwise recover any such damages;

and agree that Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, Assignor will execute all design, utility, divisional, continuing, continuation-in-part, substitute, renewal, reissue, reexamination, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to Assignee, its successors, assigns, and legal representatives all facts known to Assignor relating to said inventions and improvements and the history thereof; and generally assist Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said improvements, in Assignee, its successors, assigns, and legal representatives;

and covenant with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

JOSH MARSHALL

12/21/12

Date

12.21.12

GROGONO Date