PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Galloping Horse America, LLC	09/24/2012

RECEIVING PARTY DATA

Name:	Digital Domain 3.0, Inc.
Street Address:	300 Rose Avenue
City:	Venice
State/Country:	CALIFORNIA
Postal Code:	90291

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8031975
Patent Number:	8199148
Application Number:	12177098
Application Number:	12635929

CORRESPONDENCE DATA

Fax Number: 6508384350
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-838-4300
Email: sstudulski@perkinscoie.com
Correspondent Name: Perkins Coie, LLP
Address Line 1: PO Box 1208
Address Line 4: Seattle, WASHINGTON 98111-1208

ATTORNEY DOCKET NUMBER:	88879-8000
NAME OF SUBMITTER:	Steven M. Studulski
Signature:	/Steven M. Studulski/

OP $160.00 8031975

Date:	05/15/2013

Total Attachments: 17
source=Bill of Sale Executed#page1.tif
source=Bill of Sale Executed#page2.tif
source=Bill of Sale Executed#page3.tif
source=Bill of Sale Executed#page4.tif
source=Bill of Sale Executed#page5.tif
source=Bill of Sale Executed#page6.tif
source=Bill of Sale Executed#page7.tif
source=Bill of Sale Executed#page8.tif
source=IP assignment#page1.tif
source=IP assignment#page2.tif
source=IP assignment#page3.tif
source=IP assignment#page4.tif
source=IP assignment#page5.tif
source=IP assignment#page6.tif
source=IP assignment#page7.tif
source=IP assignment#page8.tif
source=IP assignment#page9.tif

EXECUTION VERSION
EXHIBIT A

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement, dated as of September 27, 2012 (this "Agreement"), is by and among Galloping Horse America, LLC, a Delaware limited liability company (the "Buyer"), Digital Domain 3.0, Inc., a Delaware corporation and a wholly-owned subsidiary of Buyer ("DDI"), 0951109 B.C. Ltd., a British Columbia corporation ("BCL" and together with DDI, the "Assignees"), and Digital Domain Media Group, Inc., a Florida corporation, and the subsidiaries of Digital Domain Media Group, Inc. (collectively, the "Assignor") set forth on the signatures pages to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated September 24, 2012, by and among the Assignor and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

A. Pursuant to the terms of the Purchase Agreement, the parties hereto have agreed, among other things, that (i) Buyer shall assign certain of its rights under the Purchase Agreement to Assignees, and Assignees shall accept such rights, (ii) each entity comprising Assignor shall, as to itself, assign, transfer, convey and deliver to the applicable Assignee, and the applicable Assignee shall accept from Assignor, all of such Assignor's right, title and interest in and to all of the Acquired Assets and (iii) Buyer and Assignees shall accept, assume and agree faithfully to perform, discharge and fulfill all of the Assumed Liabilities in accordance with their respective terms.

B. The parties hereto desire to provide for the assignment of such right, title and interest in and to such Acquired Assets and for the assumption of such Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Assignor and Assignees, intending to be legally bound, hereby agree as follows:

1. Assignment by Buyer. Buyer hereby (i) assigns to BCL its rights under the Purchase Agreement with respect to the Acquired Assets in Canada (the "Canadian Assets"), and BCL hereby accepts such rights and (ii) assigns to DDI its rights under the Purchase Agreement with respect to the Acquired Assets other than the Canadian Assets, and DDI hereby accepts such rights.

2. Assignment by Assignor. Each entity comprising Assignor, as to itself only, hereby assigns, transfers, conveys and delivers (i) to BCL all of such entity's legal, beneficial, and other right, title, benefit, privileges, and interest in and to each of the Canadian Assets, in accordance with the terms and conditions of the Purchase Agreement (collectively, the "Canadian Assignment") and (ii) to DDI all of such entity's legal, beneficial, and other right, title, benefit,

privileges, and interest in and to each of the Acquired Assets other than the Canadian Assets (collectively, the "General Assignment").

3. Assumption by Buyer and Assignees. Each of Buyer and BCL hereby accepts the Canadian Assignment, and assumes and agrees to observe, perform, pay, fulfill and otherwise discharge when due the Assumed Liabilities with respect to the Acquired Assets in Canada. Each of Buyer and DDI hereby accepts the General Assignment, and assumes and agrees to observe, perform, pay, fulfill and otherwise discharge when due the Assumed Liabilities with respect to the Acquired Assets other than the Canadian Assets. Except as set forth in the previous sentence or as otherwise provided in the Purchase Agreement or any of the Transaction Documents, Buyer and Assignees expressly do not, and will not be deemed to, assume under this Assignment or otherwise by reason of the transactions contemplated hereby, any Liabilities, obligations or commitments of, or arising out of actions taken, services rendered, goods sold, or contracts entered into by, Assignor of any nature whatsoever.

4. Terms of Purchase Agreement. The scope, nature, and extent of the Assumed Liabilities are expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. Each of the parties acknowledges and agrees that the terms and conditions contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

5. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement provided, however, that the parties' obligations under this provision shall be subject to any restrictions and limitations as are set forth in the similar provisions of the Purchase Agreement.

6. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Buyer, Assignor and Assignees will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

7. Third Parties. The assumption by Assignees of certain obligations of Assignor as provided in Section 3 is not intended by the parties to expand the rights or remedies of any third party against Assignees or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignees not consummated the transactions contemplated by the Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignees or Assignor, as the case may be, to contest any Claim or demand with respect to any litigation or Liability assumed or not assumed, respectively, hereunder; and Assignees or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand (except as aforesaid).

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by Assignees and Assignor.

10. Governing Law. This Agreement and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of Delaware.

11. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature Page Follows]

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

ASSIGNOR:

DIGITAL DOMAIN MEDIA GROUP, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DDH LAND HOLDINGS, LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN INSTITUTE, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN STEREO GROUP, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DDH LAND HOLDINGS II, LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN INTERNATIONAL, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

TRADITION STUDIOS, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN MEDIA GROUP (MIDDLE EAST) FZ LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN TACTICAL, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

MOTHERSHIP MEDIA, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

D2 SOFTWARE, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS (SYDNEY) PTY LTD

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS (VANCOUVER) LTD.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

ASSIGNEE:

GALLOPING HORSE AMERICA, LLC

By:_____
Name:_____
Title:_____

BUYER:

GALLOPING HORSE AMERICA, LLC

By: _____
Name: Chen Zhang
Title: Manager

Signature Page to Bill of Sale and Assignment and Assumption Agreement

ASSIGNEES:

DIGITAL DOMAIN 3.0, INC.

By: _____
Name: Joseph M. Gabriel
Title: Secretary

0951109 B.C. LTD.

By: _____
Name: Joseph M. Gabriel
Title: Officer

Signature Page to Bill of Sale and Assignment and Assumption Agreement

EXECUTION VERSION

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is by and among Galloping Horse America, LLC, a Delaware limited liability company (the "Buyer"), Digital Domain 3.0, Inc., a Delaware corporation and a wholly-owned subsidiary of Buyer ("DDI"), 0951109 B.C. Ltd., a British Columbia corporation ("BCL" and together with DDI, the "Assignees"), and Digital Domain Media Group, Inc., a Florida corporation, and the subsidiaries of Digital Domain Media Group, Inc., including Digital Domain Productions, Inc., a Delaware corporation (collectively, the "Assignor"), set forth on the signatures pages to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated September 24, 2012, by and among Assignor and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, one or more of the entities comprising Assignor owns all right, title and interest in and to the Seller Intellectual Property, including the patents and patent applications set forth in **Schedule 1** attached hereto (standing in the name of Digital Domain Productions, Inc) ("Assigned Patents");

WHEREAS, pursuant to the terms of the Purchase Agreement, the parties hereto have agreed that Buyer shall assign certain of its rights under the Purchase Agreement to Assignees, and Assignees shall accept such rights;

WHEREAS, pursuant to and in accordance with the terms and conditions set forth in the Purchase Agreement, each entity comprising the Assignor has agreed, for itself, to assign, transfer, convey and deliver to the applicable Assignee, and the applicable Assignee shall accept from Assignor, all of such Assignor's right, title and interest in and to the Acquired Assets, including the Assigned Patents;

WHEREAS, pursuant to the terms of the Purchase Agreement and subject thereto, the respective entities comprising Assignor shall assign, transfer, convey and deliver to the applicable Assignee, and the applicable Assignee shall accept from Assignor, the Seller Intellectual Property;

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the assignment, transfer, conveyance and delivery of the Seller Intellectual Property to the applicable Assignee, and through this Agreement, the parties are consummating said assignment; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Buyer, Assignor and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment by Buyer. Buyer hereby (i) assigns to BCL its rights under the Purchase Agreement with respect to the Seller Intellectual Property in Canada (the "Canadian Intellectual Property"), and BCL hereby accepts such rights and (ii) assigns to DDI its rights under the Purchase

Agreement with respect to the Seller Intellectual Property other than the Canadian Intellectual Property, and DDI hereby accepts such rights.

2. Assignment by Assignor. The entities comprising Assignor, each for themselves, hereby assigns, conveys, transfers, and delivers (i) to BCL all of such Assignor's right, title and interest in and to the Canadian Intellectual Property (the "Canadian Assignment") and (ii) to DDI all of such Assignor's right, title and interest in and to the Seller Intellectual Property other than the Canadian Intellectual Property (the "General Assignment" and together with the Canadian Assignment, the "Assignment"), in each case including any and all goodwill symbolized thereby (as applicable), including, without limitation, the intellectual property and/or Assigned Patents set forth on **Schedule 1** attached hereto and without limitation the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Seller Intellectual Property and the right to sue for and recover the same throughout the world in the name of the Assignees or their designees.

3. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignees.

4. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement; provided, however, that the parties' obligations under this provision shall be subject to any restrictions and limitations as are set forth in the similar provisions of the Purchase Agreement and nothing herein shall be deemed to modify, amend, expand or affect in any way the parties' respective rights and obligations under the Purchase Agreement.

5. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Buyer, Assignor and Assignees will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

6. Third Parties. Nothing in this Agreement is intended by the parties to expand the rights or remedies of any third party against Assignees or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the transactions contemplated by the Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignees or Assignor, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder; and Assignees or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand (except as aforesaid).

7. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by Assignees and Assignor.

9. Governing Law. This Agreement and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of Delaware.

10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Agreement shall be acceptable and binding.

[Signature Page Follows]

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

ASSIGNOR:

DIGITAL DOMAIN MEDIA GROUP, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DDH LAND HOLDINGS, LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN INSTITUTE, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN STEREO GROUP, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DDH LAND HOLDINGS II, LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN INTERNATIONAL, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

TRADITION STUDIOS, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN MEDIA GROUP (MIDDLE EAST) FZ LLC

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN TACTICAL, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

MOTHERSHIP MEDIA, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

D2 SOFTWARE, INC.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS (SYDNEY) PTY LTD

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

DIGITAL DOMAIN PRODUCTIONS (VANCOUVER) LTD.

By:_____
Name: Michael Katzenstein
Title: Chief Restructuring Officer

ASSIGNEE:

GALLOPING HORSE AMERICA, LLC

By:_____
Name: _____
Title: _____

BUYER:

GALLOPING HORSE AMERICA, LLC

By: _____
Name: Chen Zhang
Title: Manager

Signature Page to Intellectual Property Assignment Agreement

ASSIGNEES:

DIGITAL DOMAIN 3.0, INC.

By: _____
Name: Joseph M. Gabriel
Title: Secretary

0951109 B.C. LTD.

By: _____
Name: Joseph M. Gabriel
Title: Officer

Signature Page to Intellectual Property Assignment Agreement

SCHEDULE 1

I. U.S. Patents

Title	Patent No.
Generalized Total Variational Image Zooming	8,031,975
Surfacing	8,199,148

II. U.S. Patent Applications

Title	Patent Application No.
Method and System for Scattered Spherical Harmonic Approximation	12/177,098
System and Method For Mesh Stabilization of Facial Motion Capture Data	12/635,929

23749412v3