**ASSIGNMENT AGREEMENT**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], 20\_\_

This Assignment Agreement, together with any attached Exhibits, (this “***Agreement***”) is made and entered into effective as of the date set forth above (the “***Effective Date***”), by and between Every Media Inc. a Delaware corporation (“***Media***”), and Every Studio, LLC, a Delaware limited liability company (“***Studio***”).

B A C K G R O U N D

Media wishes to acknowledge and confirm Media’s assignment and transfer to Studio of all of Media’s right, title and interest in and to the Assigned Assets (as defined below), pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

**1. Certain Definitions**. As used herein, the following terms will have the meanings set forth below:

“***Assigned Assets***” refers to the Assigned Technology, together with all Derivatives, Intellectual Property Rights and Embodiments of such Assigned Technology, collectively.

“***Assigned Technology***” means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models and any other items developed or designed by Media necessary to the technology or business of the products identified in Exhibit A attached hereto.

“***Assumed Liabilities***” means, collectively, any and all burdens, obligations and/or liabilities of Media or its affiliates arising under or resulting from the Assigned Technology or any Derivatives, Intellectual Property Rights or Embodiments of any Assigned Technology.

“***Derivative***” means: (i) any derivative work of the Assigned Technology or Excluded Technology, as applicable, (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Assigned Technology or Excluded Technology, as applicable, (each, a “***Technology Derivative***”); and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Assigned Technology or Excluded Technology, as applicable, or any Technology Derivative of the Assigned Technology or Excluded Technology, as applicable,.

“***Embodiment***” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, manuscripts and other items describing all or any part of the Assigned Technology or Excluded Technology, as applicable, and any Derivative, Intellectual Property Rights or information related thereto or in which all of any part of the Assigned Technology or Excluded Technology, as applicable, and any Derivative, Intellectual Property Right or such other information is set forth, embodied, recorded or stored.

“***Excluded Assets***” refers to the Excluded Technology, together with all Derivatives, Intellectual Property Rights and Embodiments of such Excluded Technology, collectively.

“***Excluded Technology***” means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models, professional contacts, customer and investor lists, industry know-how, ideas, designs, plans, processes, methods or operation, systems, documentation, works, related know-how, and any other items developed or designed by Media necessary or beneficial to the technology or business of Media, including, but not limited to, Media’s content management system and all components necessary to Media’s content management system, remain Media’s property, as well as enhancements and/or modifications to the foregoing.

“***Intellectual Property Rights***” means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Assigned Technology or Excluded Technology, as applicable, and any Derivative or Embodiment thereto, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

**2.** **Assignment**. For good and valuableconsideration to Media, receipt and sufficiency of which is hereby acknowledged, Media hereby irrevocably sells, assigns, transfers, releases and conveys to Studio, and its successors and assigns, Media's entire right, title and interest in and to each and all of the Assigned Assets. Media hereby acknowledges and agrees that it has no further rights, title or interest in or to any of the Assigned Assets. Notwithstanding anything to the contrary, Media is not assigning to Studio, and the Assigned Assets shall not include, any Excluded Assets, which shall be retained by Media and are not sold, contributed, assigned, transferred or conveyed to Studio pursuant to this Agreement. Once assigned, the Assigned Assets shall be deemed confidential information of Studio and shall not be disclosed except as contemplated in this Agreement or such other confidentiality agreement between the parties.

**3. Assumption.** Media further irrevocably assigns, transfers, conveys and delivers to Studio all of Media’s right, title and interest in and to, and all of the Media’s burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Studio hereby accepts such assignment, and assumes and agrees to perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge, when due, all Assumed Liabilities. The parties agree that Studio’s assumption pursuant to this Section 3 shall be deemed full and fair consideration for the assignment and all other covenants and undertakings set forth in this Agreement.

**4. Further Assurances.** Each party agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Each party further agrees, promptly upon request by such other party, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure (i) in the case of Studio and its successors and assigns, all right, title and interest in and to the Assigned Assets and (ii) in the case of Media and its successors and assigns, all right, title and interest in and to the Excluded Assets. Each party further agrees to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. The parties hereby appoint each officer of the opposing party to be such party’s attorney-in-fact to execute documents on such party’s behalf for the purposes of this Section 4, with such power coupled with an interest. Further, (i) Media agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets and (ii) Studio agrees never to assert any claims, rights or moral rights in or to any of the Excluded Assets.

**5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

**6. Governing Law; Injunctive Relief.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

**7. Entire Agreement.** This Agreement (including its recitals, which are hereby incorporated by this reference) and the agreements referenced herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

**8. Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Studio may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of Studio.

**9. Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

**10. Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by Studio and Media. Any amendment effected in accordance with this Section 10 will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement effective as of the Effective Date.

**“STUDIO” “MEDIA”  
EVERY STUDIO, LLC EVERY MEDIA INC.**

Name: Name:

Title: Title:

Exhibit A

**List of Assets**

All assets developed by Media for the product known as “***[\_\_\_\_\_\_\_\_\_\_\_]***”, and all tools, code, content, software, projects, and documentation relating thereto, whether in tangible or intangible form, including without limitation the following:

* [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]
* [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]
* [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]