

Exhibit F

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*IP Assignment*"), dated as of May 14, 2014, is made by YOUTOO TECHNOLOGIES, LLC, a Delaware limited liability company (the "*Assignor*"), in favor of HEARTLAND BANK, an Arkansas state bank ("*Assignee*").

RECITALS

A. Assignee has agreed to make certain advances of money and to extend certain financial accommodations to affiliates of the Assignor (the "*Loans*") in the amounts and manner set forth in that certain Loan Agreement dated as of August 22, 2012, as amended or supplemented to the date hereof, by and among Youtoo TV, LLC, a Delaware limited liability company, together with its affiliates executing such Loan Agreement, as Borrower thereunder, Assignee, as Lender thereunder, and Assignor, Rio Bravo Media, LLC, a Delaware limited liability company ("*Rio Bravo*"), Family Net Radio, LLC, a Delaware limited liability company ("*FNR*"), Family Net Management, LLC, a Delaware limited liability company ("*FNM*"), Everyday Living, LLC, a Delaware limited liability company ("*Everyday Living*"), Youtoo.com, LLC, a Delaware limited liability company ("*Youtoo.com*"), Interactive Television and Gaming, LLC, a Delaware limited liability company ("*Interactive Networks*"), Interactive Television and Gaming, LP, a Delaware limited partnership ("*Interactive LP*"), and Youtoo Management, LLC, a Delaware limited liability company ("*Youtoo Management*"); and together with Assignor, Rio Bravo, FNR, FNM, Everyday Living, Youtoo.com, Interactive Networks and Interactive LP, collectively, the "*Guarantor*" thereunder (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"). Capitalized terms used herein but not defined herein are used as defined in the Loan Agreement.

B. Assignee is willing to consent to certain transactions and waive certain conditions under the Loan Agreement, but only upon the condition, among others, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to certain intellectual property more particularly described below as the Assigned IP.

C. Assignor has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office, in accordance with the terms of this IP Assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

ARTICLE I.

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "*Assigned IP*"):

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(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

(d) computer software or middleware, know-how, trade secrets, confidential information, customer lists, software (source code and object code), technical information, data, process technology, plans, drawings and blue prints related to the foregoing;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Escrow, Recordation and Further Actions. The assignment evidenced hereby is an absolute assignment of the Assigned IP. Notwithstanding the foregoing, this IP Assignment shall be executed by Assignor and delivered to Assignee to hold in escrow and shall be effective only upon the termination of such escrow pursuant to the terms hereof; provided, however, the termination of the escrow as a result of a repayment in full of all amounts owed by Borrower and Guarantor (each, as defined in the Loan Agreement) to Assignee pursuant to the Loan Agreement (the "**Repayment Termination**") shall not result in any right of Assignee to record this IP Assignment with the US Patent and Trademark Office and the US Copyright Office and this IP Assignment shall then become null and void. The escrow shall terminate automatically without any further action on the part of Assignor or Assignee upon the earlier of (i) the date of the Repayment Termination or (ii) the occurrence of an Event of Default under, and as defined in, the Loan Agreement (a "**Default Termination**"). The parties hereto acknowledge that an Event of Default (as defined in the Loan Agreement) does not occur until all applicable notice and cure periods have run as set forth in the Loan Agreement. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee; provided, however, that Assignee agrees not to file this IP Assignment for recordation and registration until escrow has been terminated pursuant to a Default Termination. Assignor

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shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto. Assignor shall deposit with Assignee one copy of any source code relating to the current versions of the Assigned IP, and hereafter shall deliver to Assignee any amendments, updates or modifications to, or replacements of, the same.

3. Revocable License. Notwithstanding any provision to the contrary contained elsewhere herein, upon the occurrence of a Default Termination (the "Effective Date"), Assignee shall grant to Assignor and its affiliates a non-exclusive, non-transferable license ("License") to use the Assigned IP in the same manner that Assignor and its affiliates used such Assigned IP in the normal operation of its business immediately prior to the Effective Date; provided, that Assignor agrees that it will not license such Assigned IP to any party other than Assignor prior to a Transfer Date. Upon the earliest of (a) the day Assignor ceases operations, (b) the date Assignee transfers, conveys and assigns the Assigned IP to a purchaser thereof, (c) the date the Assigned IP is transferred to a third party following written notice to Assignor of its exercise of remedies against collateral securing the Loans (each of the dates in clauses (b) and (c), a "Transfer Date"), or (d) the date which is thirty (30) days following the Effective Date, the License shall be automatically revoked without any further notice to Assignor or any other action by Assignee; provided, however, with respect to (x) a transfer described in clause (b) of this sentence, Assignee shall provide at least ten (10) days' written notice to Assignor of any proposed transfer following the Effective Date before effecting such transfer and allow Assignor such ten (10) day period to satisfy in full all amounts owed by Borrower and Guarantor (each as defined in the Loan Agreement) under the Loan Agreement in order to allow for a reconveyance of the Assigned IP pursuant to Section 4 below, and (y) a revocation of the license described in clause (d) of this sentence, Assignee agrees to give Assignor an exclusive period of thirty (30) days to negotiate a commercially reasonable license agreement for the continued use of the Assigned IP thereafter. Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this IP Assignment shall be held by Assignor in trust as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

4. Reconveyance of Assigned IP. Following the Effective Date, but prior to a Transfer Date, if Borrower and the Guarantor (each, as defined in the Loan Agreement) satisfy all amounts owed to Assignee pursuant to the Loan Documents, Assignee hereby agrees to irrevocably convey, assign and transfer to Assignor all of the Assigned IP assigned to Assignee pursuant to this IP Assignment effective as of the date of such repayment in full of all amounts owed by Borrower and the Guarantor (each, as defined in the Loan Agreement) to Assignee under the Loan Documents.

5. No Merger of Title. Notwithstanding anything contained herein to the contrary, following the occurrence of a Default Termination and the effectiveness of the assignment of the Assigned IP to Assignee, as set forth herein, the security interest granted by Assignor to Assignee in and to the Assigned IP shall survive and there shall be no merger of such security interest in and to the Assigned IP with the fee estate in or ownership of the Assigned IP by

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reason of the fact that Assignee may acquire or hold or own, directly or indirectly, (a) the security interest granted by Assignor to Assignee in and to the Assigned IP and (b) the fee estate or ownership of the Assigned IP. No such merger shall occur unless and until Assignee shall join such estates of its own accord.

6. Terms of the Loan Agreement. The terms of the Loan Agreement and any other documents and agreements executed in connection therewith (collectively, the "**Loan Documents**"), including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Loan Documents shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Notwithstanding the foregoing, Assignor hereby represents and warrants to Assignee as follows: (a) Assignor is the sole owner of the Assigned IP; (b) each Patent, Trademark and Copyright which it owns or purports to own is valid and enforceable, and no part of the Assigned IP which Assignor owns or purports to own has been judged invalid or unenforceable, in whole or in part; and (c) no claim has been made that any part of the Assigned IP violates the rights of any third party.

7. Counterparts. This IP Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Assignment.

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

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

10. Further Assurances. The parties shall execute and deliver such further and additional instruments, agreements and other documents, and shall take such further and additional actions, as may be appropriate or necessary to evidence or carry out the provisions of this IP Assignment.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor have duly executed and delivered this IP Assignment as of the date first above written.


ASSIGNOR:

YOUTOO TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Chen Wyatt
Title: CEO and President

ASSIGNEE:

HEARTLAND BANK,
an Arkansas state bank

By: 
Name: Mark Hoffpauer
Title: EVP

IN WITNESS WHEREOF, Assignor have duly executed and delivered this IP Assignment as of the date first above written.

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SCHEDULE I**ASSIGNED PATENTS AND PATENT APPLICATIONS***Issued Patents*

<u>Description</u>	<u>Issue Number</u>	<u>Issue Date</u>
Recording and publishing content on social media websites	8311382	November 13, 2012
Participating in Television Programs	8413206	April 2, 2013
Content Creation and Distribution System	8464304	June 11, 2013
Content Creation and Distribution System	8601506	December 3, 2013

Published Patents

<u>Description</u>	<u>Application/ Publication Number</u>	<u>Publication Date</u>
User-Generated Social Television Content	13/013,775 2012/0192220	July 26, 2012
Administration of Content Creation and Distribution System	13/185,477 2012/0192223	July 26, 2012
Publication of User-Generated Ticker	13/198,825 2012/0192215	July 26, 2012
Generation and Management of Video Blogs	13/198,842	July 26, 2012

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	2012/0189282	
Participating in Television Programs	13/442,335	October 10, 2013
	2013/0268951	
Administration of Content Creation and Distribution System	13/571,522	November 29, 2012
	2012/0304230	
Recording and Publishing Content on Social Media Websites	13/674,768	November 14, 2013
	2013/0392005	

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SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Description	Registration/ Application Number	Registration/ Application Date
Peoplenet	4230581	October 23, 2012
Social Shout	4457280	December 31, 2013
Be on TV Technology	85765234	October 26, 2012
End of Rerun Technology	85765228	October 26, 2012
From Anywhere to Anywhere Technology	85765226	October 26, 2012
Social Media Multiplier	85765229	October 26, 2012
Viewerometer	85765244	October 26, 2012

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SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

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