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REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102205045

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sean Spector

827102

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 16, 2002

2. Name and address of receiving party(ies)

Name: GameFly, Inc.

Internal Address: Suite 2014

Street Address: 3000 Ocean Park Boulevard

City: Santa Monica State: CA Zip: 91423

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
700 AUG 27 AM 10:14
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/402,871

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark A. Paskar, Esq.

Internal Address: Suite 3600

Street Address: 211 North Broadway

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark A. Paskar

Name of Person Signing

Mark A. Paskar
Signature

August 20, 2002

Date

Total number of pages including cover sheet, attachments, and document:

4

08/28/2002 TDIAZ1 00000129 76402871

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481

40.00 OP

TRADEMARK
REEL: 002571 FRAME: 0190

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of August 16th, 2002, is hereby entered into by and between Sean Spector, an individual residing at 14376 Millbrook Drive, Sherman Oaks, California 91423 ("Assignor") and GameFly, Inc., a Delaware corporation, having a principal place of business located at 3000 Ocean Park Boulevard, Suite 2014, Santa Monica, California 91423 ("Assignee").

RECITALS

WHEREAS, Sean Spector represents and warrants that prior to and as of the date hereof he was and is operating an ongoing and existing business, owns, has adopted, used, intends to use and is using the service marks and/or trademarks in United States of America, as set forth on the attached Schedule A (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said Marks; and

WHEREAS, GameFly, Inc. desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks. Whenever reasonably requested to do so by the Assignee, the Assignor shall execute any and all applications, assignments or other instruments which the Assignee reasonably deems desirable or necessary in order to protect and/or confirm its rights in and to the Marks and all goodwill associated therewith.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

(signature page follows)

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated below.

SEAN SPECTOR

By: [Signature]

Date: August 16, 2002

GAMEFLY, INC

By: [Signature]

Title: VP PRODUCT MARKETING

Date: August 16, 2002

State of California)
) SS
County of Los Angeles)

On this 16th day of August, 2002, before me, a Notary Public in and for the County of Los Angeles in the State of California, personally appeared Sean Spector, and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said individual.

[Signature]
Notary Public

My commission expires:
June 10, 2005



State of California)
) SS
County of Los Angeles)

On this 16th day of August, 2002, before me, a Notary Public in and for the County of Los Angeles in the State of California, personally appeared Jung Back Suh, to me known to be the Vice President of GameFly, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires:
June 10, 2005



SCHEDULE A

United States Applications/Registrations

<u>MARK</u>	<u>APP. NO.</u>	<u>REG NO.</u>	<u>Int'l class</u>
GAMEFLY (Stylized)	76/402,871		35

Trade Names

GAMEFLY