

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Abrams Gentile Productions, Inc.		06/15/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MIC Holdings LLC
<b>Street Address:</b>	1313 Market Street
<b>Internal Address:</b>	Hercules Plaza, Suite 5100
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2663465	MICRONAUTS
Serial Number:	77383936	ACROYEAR
Serial Number:	77562430	ANTRON
Serial Number:	77562415	BARON KARZA
Serial Number:	77562477	BIOTRON
Serial Number:	77562420	CHROMANTRON
Serial Number:	77562453	EQUESTON
Serial Number:	77587659	EQUESTRON
Serial Number:	77530300	GALACTIC DEFENDER
Serial Number:	77562630	GALACTIC DEFENDER
Serial Number:	77562416	GALACTIC WARRIOR
Serial Number:	77562428	GREEN BARON
Serial Number:	77562456	HORNETROID

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Serial Number:	77562439	KRONOS
Serial Number:	77562447	LANTAUION
Serial Number:	77562407	LOBROS
Serial Number:	77562466	LOBSTROS
Serial Number:	77562443	MEMBROS
Serial Number:	77562549	MICRONAUTS
Serial Number:	77658534	MICRONAUTS
Serial Number:	77562470	MICROTRON
Serial Number:	77530629	MICROVERSE
Serial Number:	77562642	MICROVERSE
Serial Number:	77562441	OBERON
Serial Number:	77562459	PEGASUS
Serial Number:	77562423	PHAROID
Serial Number:	77562486	PHOBOS
Serial Number:	77498803	RED FALCON
Serial Number:	77562620	RED FALCON
Serial Number:	77562448	REPTO
Serial Number:	77562473	SHARKOS
Serial Number:	77562401	SPACE GLIDER
Serial Number:	77562478	TERRAPHANT
Serial Number:	77562488	TIME TRAVELER

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.981.4547  
Email: leonardm@pepperlaw.com  
Correspondent Name: Michael J. Leonard, Esquire  
Address Line 1: Eighteenth & Arch Streets  
Address Line 2: 3000 Two Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	135006.2
NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	06/16/2009

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated June 15, 2009, is entered into by and among MIC Holdings LLC, a Delaware limited liability company ("Assignee") and Abrams Gentile Productions, Inc., a corporation incorporated under the laws of the State of Delaware ("Assignor").

WHEREAS, pursuant to the Asset Purchase Agreement dated June 15, 2009 by and among Assignor and certain other parties (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the Assets, Intellectual Property, rights, claims and Contracts related to, associated with or used or useful in connection with the Micronauts Property, of every kind, nature, character and description, tangible and intangible, immovable, movable or mixed, wherever located, except only those Assets specifically designated in the Purchase Agreement as Excluded Assets and for Non-Transferable Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

Capitalized terms used herein shall have the meaning given to them in the Purchase Agreement.

### TRADEMARKS

1. Assignment. Assignor hereby sells, conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Liens, all right, title and interest in and to all Trademarks relating to, associated with, embodied in, constituting any part of, or used or useful in connection with the Micronauts Property, including those listed on Exhibit A, together with the goodwill of the business(es) that is/are symbolized by the Trademarks and the portion of the Assignor's business that is associated with the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which

Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks or with domain name registrars; *provided that* any such action so requested in order to do more than vest title to the Trademarks in Assignee shall be at Assignee's sole expense.

#### GENERAL

4. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

5. Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without regard to principles of conflicts of law.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall

be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

**ASSIGNOR:**

**ABRAMS GENTILE PRODUCTIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**MIC HOLDINGS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to AGP to MIC Holdings Trademark Assignment]*

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

**ASSIGNOR:**

**ABRAMS GENTILE PRODUCTIONS, INC.**

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**MIC HOLDINGS LLC**

By: Tarrant Sibley

Name: Tarrant Sibley

Title: Vice President and Assistant  
Secretary

*[Signature Page to AGP to MIC Holdings Trademark Assignment]*

**TRADEMARK**  
**REEL: 004006 FRAME: 0044**



**EXHIBIT A**  
**TRADEMARKS**

**I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS:**

**A. US Trademark Registrations**

<b>Trademark</b>	<b>Serial No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>International Classes</b>
MICRONAUTS	74372240 2663465	03/26/1993 12/17/2002	28

**B. US Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>International Classes</b>
ACROYEAR	77-383936	01/30/08	28, 41
ANTRON	77-562430	09/04/08	28, 41
BARON KARZA	77-562415	09/04/08	28, 41
BIOTRON	77-562477	09/04/08	28, 41
CHROMANTRON	77-562420	09/04/08	28, 41
EQUESTON	77-562453	09/04/08	28, 41
EQUESTRON	77-587659	10/07/08	28, 41
GALACTIC DEFENDER	77-530300	07/24/08	28
GALACTIC DEFENDER	77-562630	09/04/08	41
GALACTIC WARRIOR	77-562416	09/04/08	28, 41
GREEN BARON	77-562428	09/04/08	28, 41
HORNETROID	77-562456	09/04/08	28, 41
KRONOS	77-562439	09/04/08	28, 41
LANTAUION	77-562447	09/04/08	28, 41
LOBROS	77-562407	09/04/08	28, 41
LOBSTROS	77-562466	09/04/08	28, 41
MEMBROS	77-562443	09/04/08	28, 41
MICRONAUTS	77-562549	09/04/08	9, 16, 41
MICRONAUTS	77-658534	01/28/09	28
MICROTRON	77-562470	09/04/08	28, 41
MICROVERSE	77-530629	07/24/08	28, 41
MICROVERSE	77-562642	09/04/08	41
OBERON	77-562441	09/04/08	28, 41
PEGASUS	77-562459	09/04/08	28, 41
PHAROID	77-562423	09/04/08	28, 41
PHOBOS	77-562486	09/04/08	28, 41

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>International Classes</b>
RED FALCON	77-498803	06/13/08	28
RED FALCON	77-562620	09/04/08	41
REPTO	77-562448	09/04/08	28, 41
SHARKOS	77-562473	09/04/08	28, 41
SPACE GLIDER	77-562401	09/04/08	28, 41
TERRAPHANT	77-562478	09/04/08	28, 41
TIME TRAVELER	77-562488	09/04/08	28, 41

**C. European Union Trademark Registrations**

<b>Country</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>International Classes</b>
European Union	MICRONAUTS	004481487	06/09/2005 05/25/2006	9, 16, 28

**II. OTHER TRADEMARKS AND TRADE NAMES:**

	<b>CHARACTER NAME</b>
1.	SPACE GLIDER
2.	LOBROS
3.	BARON KARZA
4.	TIME TRAVELER
5.	GALACTIC DEFENDER
6.	GALACTIC WARRIOR
7.	PHAROID
8.	ANTRON
9.	KRONOS
10.	MEMBROS
11.	REPTO
12.	EQUESTRON
13.	HORNETROID
14.	LOBSTROS
15.	SHARKOS
16.	TERRAPHANT
17.	CHROMANTRON

18.	FORCE COMMANDER
19.	GREEN BARON
20.	RED FALCON
21.	OBERON
22.	LANTAURION
23.	PEGASUS
24.	MICROTRON
25.	BIOTRON
26.	PHOBOS
27.	AMPZILLA
28.	IGUANOS
29.	EMPEROR
30.	ANDROMEDA
31.	ACROYEAR

**III. DOMAIN NAMES:**

None