

TO: TYLER T. RAY, ESQ. COMPANY: 1800 FINANCIAL PLAZA

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

**12/10/2009**  
**900149663**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genius Products, LLC		07/09/2009	LIMITED LIABILITY COMPANY: <i>Rhode Island</i>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scratch DJ Game, LLC		
<b>Street Address:</b>	200 Scenic View Drive, Sulta 201		
<b>City:</b>	Cumberland		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02864		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77534074	SCRATCH: THE ULTIMATE DJ	
<b>Serial Number:</b>	77615169	SCRATCH THE ULTIMATE DJ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(401)455-0701		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	4014550700		
<b>Email:</b>	trademarks@duffysweeney.com		
<b>Correspondent Name:</b>	Tyler T. Ray, Esq.		
<b>Address Line 1:</b>	1800 Financial Plaza		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		
<b>NAME OF SUBMITTER:</b>	/Tyler T. Ray/		
<b>Signature:</b>	/Tyler T. Ray/		
<b>Date:</b>	12/10/2009		

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**Total Attachments: 2**

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**TRADEMARK ASSIGNMENT AGREEMENT**

WHEREAS, Genius Products, LLC ("Applicant"), a Delaware limited liability company with an address of 2230 Broadway Santa Monica, California, 90404, has intended to use the marks listed below in commerce and has filed applications, now assigned the Serial Numbers below, indicating that intention, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Trademark Act;

Trademark	Application Serial No.	Filing Date	Goods
SCRATCH: THE ULTIMATE DJ	77/534,074	July 29, 2008	"Video game software; video game computer software adapted for use with television receivers and computers; downloadable interactive games via cell phones, personal digital assistants, portable entertainment and gaming devices, televisions and computers," in Class 9.
SCRATCH THE ULTIMATE DJ and Design	77/615,169	Nov. 14, 2008	"Video game software; video game computer software adapted for use with television receivers and computers; downloadable interactive games via cell phones, personal digital assistants, portable entertainment and gaming devices, televisions and computers," in Class 9.

WHEREAS, Applicant is assigning the marks in the above-identified applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060; and

WHEREAS, Scratch<sup>DJ</sup> Game, LLC, a Delaware limited liability company, has succeeded to the business, assets and appurtenant goodwill of said Applicant related to the portion of the business to which the marks pertain.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Applicant, hereby assigns to Scratch DJ  
A

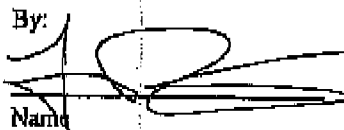
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Game, LLC all right, title and interest in the United States in and to said trademarks and said applications therefor, together with the goodwill of the business symbolized by said trademarks and the applications to register said trademarks.

Signed this day of July 9, 2009.

**GENIUS PRODUCTS, LLC**

By:



Name

CEO

Title

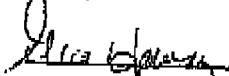
State of Rhode Island

County of

Providence

On this day of July 9, 2009, personally appeared James D'Amico (Name), to me known and known to me to be CEO (Title) of Genius Products, LLC, the assignor above named, and acknowledged that he/she executed the foregoing Assignment on behalf of its successor and assignee Scratch Game LLC and pursuant to authority duly received.

Notary Public



My Commission Expires 04-08-2013