

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDRV Media, Inc.		12/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Heatwave Interactive, Inc.		
Street Address:	13809 Research Blvd, Suite B-400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78750		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77653723	GODS & HEROES: ROME RISING	
Serial Number:	78573842	GODS AND HEROES: ROME RISING	
Serial Number:	78573843	GODS & HEROES: ROME RISING	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Karen A. Webb, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	26542-00070-3847		
NAME OF SUBMITTER:	Karen A. Webb, Esq.		

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**TRADEMARK
 REEL: 004139 FRAME: 0941**

Signature:	/kaw/
Date:	01/28/2010
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS**, dated December 2, 2009 (this "**Assignment**"), is made by CDRV Media, Inc., a corporation organized and existing under the laws of Delaware ("**Assignor**"), to Heatwave Interactive, Inc., a corporation organized and existing under the laws of Delaware ("**Assignee**").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of December 2, 2009 (the "**Purchase Agreement**"), pursuant to which Assignor is selling, assigning, transferring, conveying and delivering to Purchaser all of Seller's right, title and interest in and to the Assets (as defined in the attached Exhibit A, which is incorporated into this Assignment by this reference), including, without limitation, those trademarks set forth in Exhibit B attached hereto (the "**Assigned Trademarks**"), and Purchaser is, among other things, acquiring all of Assignor's rights, title and interests in and to the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and exclusively assigns, transfers and conveys to Assignee and Assignee's successors, assigns and other legal representatives, all of Assignor's rights, title and interests worldwide, including common law rights, in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications or registrations therefor in the U.S. and throughout the world. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Trademarks.

At the request of Assignee, and at Assignee's expense, Assignor agrees to cooperate in a reasonable manner with Assignee with respect to the documentation, perfection, protection and enforcement of the Assigned Trademarks. Without limiting the generality of the foregoing, Assignor further agrees that, should additional or further documentation of the assignment of the Assigned Trademarks be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be reasonably necessary upon Assignee's reasonable request. Solely for the purposes of this Assignment with regard to the Assigned Trademarks, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact with regard to the Assigned Trademarks, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto, and to deliver, record and file such instruments and/or assurances. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement.

Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement.

This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Delaware applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above by an officer thereof duly authorized.

CDRV MEDIA, INC.

By: 

Name: CHRIS MCKIDDIN

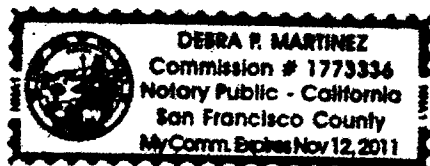
Title: CEO

Date: DECEMBER 2, 2009

STATE OF _____
COUNTY OF _____

On this 2nd day of December, 2009, before me, a Notary Public in and for said State, personally appeared Christopher McKiddin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.



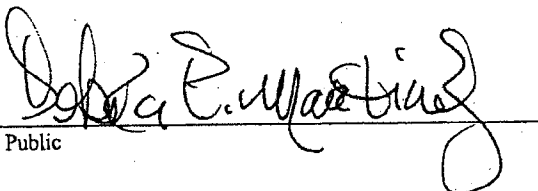

Notary Public

EXHIBIT A

Asset Definition

REDACTED

TRADEMARK

REEL: 004139 FRAME: 0945

EXHIBIT B

ASSIGNED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
GODS & HEROES: ROME RISING	United States	09,41	77/653,723	1/21/2009		
GODS & HEROES: ROME RISING	Taiwan	09,41	94,039,373	8/16/2005	1,208,902	5/1/2006
GODS & HEROES: ROME RISING	New Zealand	09,41	734,276	8/17/2005	734,276	2/23/2005
GODS & HEROES: ROME RISING	WIPO	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Australia	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	China (People's Republic Of)	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	European Union	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Japan	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Norway	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Romania	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Russian Federation	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Singapore	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	South Korea	09,41	A0,002,334	8/18/2005	879,056	8/18/2005
GODS & HEROES: ROME RISING	Ukraine	09,41	A0,002,334	8/18/2005	879,056	8/18/2005

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GODS AND HEROES: ROME RISING	United States	09,41	78/573,842	2/23/2005
GODS & HEROES: ROME RISING	United States	09,41	78/573,843	2/23/2005