

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
Abrams Gentile Entertainment, Inc.		10/07/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	VI Holdings LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77898418	VISIONARIES
Serial Number:	77898281	VISIONARIES
Serial Number:	77791621	VISIONARIES
Serial Number:	77791602	VISIONARIES
Serial Number:	77791652	SPECTRAL KNIGHTS
Serial Number:	77791634	SPECTRAL KNIGHTS
Serial Number:	77791664	DARK LORDS
Serial Number:	77791659	DARK LORDS

CORRESPONDENCE DATA

Fax Number: (215)689-1498
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.981.4302
 Email: olszykc@pepperlaw.com
 Correspondent Name: Christopher D. Olszyk, Jr.
 Address Line 1: Eighteenth & Arch Streets

OP \$215.00 77898418

Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	135006.10
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.
Signature:	/CDO/
Date:	11/01/2010

Total Attachments: 8
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated October 7, 2010, is entered into by and among VI Holdings LLC, a Delaware limited liability company ("Assignee") and Abrams Gentile Entertainment, Inc., a corporation incorporated under the laws of the State of New York ("Assignor").

WHEREAS, pursuant to the Asset Purchase Agreement dated October 7, 2010 by and among Assignor and certain other parties (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, or Assignee's affiliates, 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 Visionaries 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 Visionaries 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.

4. Authorization. Assignor hereby authorizes and requests the diverse registrars, commissioners and other official authorities charged with registration of the trademarks covered by this Assignment in the various jurisdictions affected to record Assignee as the owner of the requisite rights and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Assignee's exercise, use and enjoyment of such rights.

GENERAL

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

[The remainder of this page intentionally left blank.]

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 ENTERTAINMENT,
INC.**

By: Martin Abrams
Name: MARTIN ABRAMS
Title: CEO

ASSIGNEE:

VI HOLDINGS LLC

By: Tarrant Sibley
Name: Tarrant Sibley
Title: Vice President

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Nassau : ss.
:

CEO Martin Abrams, being duly sworn, says that he/she is the
of Abrams Gentile Entertainment, Inc., a New York corporation, and
acknowledges that he/she did sign said instrument on behalf of Abrams Gentile
Entertainment, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 6th day
of October, 2010.



Notary Public

My commission expires: 8/14/14

(SEAL)

STEVEN C. KAHN
Notary Public, State of New York
No. 01KA6011145
Qualified in Nassau County
Commission Expires Aug. 30, ~~2010~~ 2014

ACKNOWLEDGMENT

STATE OF :
: ss.
COUNTY OF :

Tarrant Sibley, being duly sworn, says that he/she is the
Vice President of VI Holdings LLC, a Delaware limited liability company, and
acknowledges that he/she did sign said instrument on behalf of VI Holdings LLC,
pursuant to due authority.

Sworn to and subscribed
before me this 7th day
of October, 2010.


Notary Public

My commission expires: 6/15/2011

(SEAL)

EXHIBIT A
TRADEMARKS

A. U.S. Trademark Registrations

Mark	Class	Serial No.
Visionaries	16	77898418
Visionaries	9	77898281
Visionaries	41	77791621
Visionaries	28	77791602
Spectral Knights	41	77791652
Spectral Knights	28	77791634
Dark Lords	41	77791664
Dark Lords	28	77791659

B. International Trademark Registrations

Mark	Class	Country	Serial No.
Visionaries	28/41	CTM	008463804
Visionaries	28	Mexico	1143774
Visionaries	41	Mexico	1024515
Visionaries	28	Australia	1313259
Visionaries	41	Australia	1313259

C. Common Law Trademark Rights

(1) Characters Appearing in Published Entertainment

Leoric	Falkama
Ectar	Bogavus
Feryl	Wizasquizar
Cryotek	Gleering
Witterquick	Heskedor
Arzon	Orzan
Galadria	Belizar
Darkstorm	Marna
Reekon	Abraxas
Mortdredd	Gorge
Cindarr	Growl
Lexor	Knightmare
Virulina	Mysto
Merklynn	Shaggy
Fletchen	

(2) Other Characters

Lazorslash	Strikex
Slywire	Brimstone
Malitor	Buron
Ramazon	Cybron
Hydron	Cyserp
Aquarrior	Elephanx
Craggor	Gatorek
Ramak	Kliff
Cybron	Mekhead
Kabor	Osteon
Braxe	Ramex
Cerator	
Cyclor	
Lizar	
Pyrok	
Croil	
Draculan	
Osteon	