

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cold Fusion Entertainment, LLC		11/18/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cypher Entertainment Group LLC		
<b>Street Address:</b>	10 West 33rd Street		
<b>Internal Address:</b>	Suite 220		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77381722	CYPHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)684-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 684-3900		
<b>Email:</b>	dbroome@grr.com		
<b>Correspondent Name:</b>	Donna Mirman Broome		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Donna Mirman Broome		
<b>Signature:</b>	/DMB/		
<b>Date:</b>	11/22/2010		

OP \$40.00 77381722

Total Attachments: 2

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADE MARK ASSIGNMENT

WHEREAS, Cold Fusion Entertainment, LLC, a Limited Liability Company organized and existing under the laws of the state of New York doing business at 1 East 33<sup>rd</sup> Street, 12<sup>th</sup> Floor, New York, New York 10016 (hereinafter referred to as "Assignor"), owns all the rights, title and interest in and to U.S. Trademark Application No. 77/381,722 for the mark CYPHER (hereinafter referred to as the "TRADEMARK"); and

WHEREAS, Cypher Entertainment Group LLC, a Limited Liability Company organized and existing under the laws of the state of New York doing business at 10 West 33<sup>rd</sup> Street, Suite 220, New York, New York 10001 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARK, as well as that portion of the business to which the TRADEMARK pertains if that business is ongoing and existing, as a successor in interest to that business, together with the goodwill of the business symbolized by the TRADEMARK.

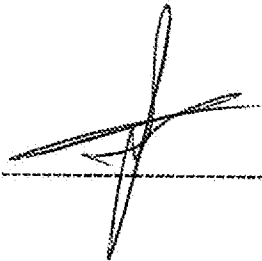
NOW, THEREFORE, Assignor in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its right, title and interest in and to the TRADEMARK, together with the goodwill of the business symbolized by the TRADEMARK, and the right to sue and recover for past infringement thereof. Assignor warrants and represents that the TRADEMARK is free and clear of all liens, encumbrances and any claims and that Assignee will receive good and free title to the same.

IN WITNESS WHEREOF, has caused this Assignment to be duly executed by its member thereunto duly authorized as of the 13<sup>th</sup> day of November, 2010

Cold Fusion Entertainment, LLC

New York, New York

By:

  
A handwritten signature in black ink is written over a horizontal dashed line. The signature is stylized and appears to be a cursive or semi-cursive name.

Managing Member