

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
ABG TAPOUT LLC		12/12/2010	LIMITED LIABILITY COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Gavin O'Connor		
Street Address:	2000 Avenue of the Stars		
Internal Address:	3rd FI N.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77772710	TAPOUT SOAL	
Serial Number:	77772740	SOAL	
Serial Number:	77772717		
CORRESPONDENCE DATA			
Fax Number:	(212)889-0279		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 889-0761		
Email:	jp@morrisyorn.com		
Correspondent Name:	Jonathan Pollack		
Address Line 1:	2000 Avenue of the Stars		
Address Line 2:	3rd FI N.		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Jonathan Pollack		

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 REEL: 004435 FRAME: 0751**

Signature:	/Jonathan Pollack/
Date:	12/17/2010
Total Attachments: 1 source=Tapout assignment#page1.tif	

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, transfer and set over unto Gavin O'Connor, his successors and assigns ("Assignee"), all right, title and interest in and to the trademarks "SOAL," "TAPOUT SOAL" and the LIONHEAD DESIGN, including, without limitation, those certain trademark intent to use applications: Serial Number 77772740, Serial Number 77772710 and Serial Number 77772717, respectively (collectively, the "Marks").

The rights granted by the undersigned to Assignee hereunder include, without limitation, the following: (i) the goodwill associated with the Marks; (ii) any and all benefits derived from any agreement for the exploitation of the Marks; and (iii) all right, title and interest in and to the design elements and related artwork for the Marks, including without limitation all artwork and designs contained in the motion picture "Warrior," and all subsequently created artwork and designs related to the Marks.

The undersigned hereby warrants and represents that it is free to assign the foregoing rights and that the undersigned does not retain any rights to the aforementioned Marks (including all related artwork and design elements) or any other trademarks embodying the name "SOAL" or "SOUL OF A LION," or embodying the LIONHEAD DESIGN.

Notwithstanding anything to the contrary herein and despite the undersigned's assignment to Assignee of the "TAPOUT SOAL" trademark as set forth above, Assignee shall have no right to use the word mark "TAPOUT SOAL" for any purpose whatsoever and Assignee shall remove the word mark "TAPOUT SOAL" from all designs and artwork related thereto. For the avoidance of doubt, nothing contained in the foregoing restrictions shall be construed as limiting Assignee's use of any designs and artwork that have been used in association or in conjunction with the "TAPOUT SOAL" trademark.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal this 12th day of December, 2010.

ABG TAPOUT LLC

By: 

Its: Manager