

**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>
Goodman Media Group, Inc.		09/01/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nemesis Group Inc.		
<b>Street Address:</b>	c/o Hoffinger Stern & Ross, LLP		
<b>Internal Address:</b>	150 East 58th St., 19th Fl.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10155		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77626824	BARBARIANS	
<b>Serial Number:</b>	77628073	PLANET OF VAMPIRES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)223-3857		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-421-4000		
<b>Email:</b>	srstern@hsrlaw.com		
<b>Correspondent Name:</b>	Stephen R. Stern		
<b>Address Line 1:</b>	Hoffinger Stern & Ross, LLP		
<b>Address Line 2:</b>	150 East 58th St., 19th Fl.		
<b>Address Line 4:</b>	New York, NEW YORK 10155		
<b>NAME OF SUBMITTER:</b>	Mark W. Geisler		
<b>Signature:</b>	/Mark W. Geisler/		

OP \$65.00 77626824

Date:

01/25/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Assignment is made on this 1<sup>st</sup> day of September, 2010 (the "Trademark Assignment") between GOODMAN MEDIA GROUP, INC., a New York corporation, located at 163 Amsterdam Avenue, Suite 251, New York, New York 10023 ("Assignor"), and NEMESIS GROUP INC., a New York corporation, having its principal place of business located at c/o Hoffinger Stern & Ross, LLP, 150 East 58<sup>th</sup> Street, 19<sup>th</sup> Floor, New York, New York 10155 ("Assignee").

WHEREAS, Assignor owns the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, Assignee is desirous of obtaining the trademarks listed on the attached Schedule A.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York and the federal laws of the United States including the Lanham Act, as amended (without application of principles of conflicts of law).

This Trademark 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.

*[Execution Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

GOODMAN MEDIA GROUP INC.  
("Assignor")

By: *Jason Goodman* President  
Name: JASON GOODMAN  
Title: President

On the 1<sup>ST</sup> day of September, 2010, before me, the undersigned, personally appeared JASON GOODMAN, a duly authorized officer of Goodman Media Group, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

**MARK W. GEISLER**  
Notary Public, State of New York  
No. 02GE4833871  
Qualified in Westchester County  
Commission Expires December 31, 2013

*Mark W. Geisler*  
Notary Public  
My Commission Expires: 12/31/13

ACKNOWLEDGED AND ACCEPTED BY:

NEMESIS GROUP INC.  
("Assignee")

By: *[Signature]*  
Name: Stephen R. Stern  
Title: CEO

SCHEDULE A  
TRADEMARKS

BARBARIANS

DEVILINA

GRIM GHOST

IRON JAW

PHOENIX

PLANET OF VAMPIRES

WEIRD SUSPENSE

WULF THE BARBARIAN

VICKI