

**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>
EXPLOSION ENTERTAINMENT, LLC		03/10/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZUFFA SPV NO. ONE, LLC		
<b>Street Address:</b>	2960 W. Sahara Avenue		
<b>Internal Address:</b>	Attn: Legal Department		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3429439	STRIKEFORCE	
<b>Registration Number:</b>	3467609	STRIKEFORCE	
<b>Serial Number:</b>	77109588	STRIKEFORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-892-4653		
<b>Email:</b>	bharris@milbank.com		
<b>Correspondent Name:</b>	Benjamin Harris c/o Milbank Tweed		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	36784-09900		

CH \$90.00 3429439

**900187448**

**TRADEMARK  
 REEL: 004505 FRAME: 0005**

NAME OF SUBMITTER:	Benjamin D. Harris
Signature:	/Benjamin D. Harris/
Date:	03/24/2011
<b>Total Attachments: 6</b> source=Zuffa Trademark Assignment Agreement#page1.tif source=Zuffa Trademark Assignment Agreement#page2.tif source=Zuffa Trademark Assignment Agreement#page3.tif source=Zuffa Trademark Assignment Agreement#page4.tif source=Zuffa Trademark Assignment Agreement#page5.tif source=Zuffa Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is made and effective the 10th day of March, 2011 (the "*Effective Date*") by and between EXPLOSION ENTERTAINMENT, LLC, a California limited liability company ("*Assignor*"), and ZUFFA SPV NO. ONE, LLC, a Nevada limited liability company ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated on or prior to the date hereof by and between Assignee and Assignor (the "*Purchase Agreement*", capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement), Assignor wishes to convey to Assignee any and all of Assignor's rights in and to the trademarks set forth on Schedule A to this Assignment (hereinafter such names, trade dress, trademarks, service marks, applications and registrations are referenced collectively as the "*Marks*") together with all of the goodwill associated with and symbolized by the Marks; and

WHEREAS, the Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee and Assignee hereby accepts the sale, assignment, and transfer of all Assignor's right, title, and interest in and to the Marks, including, without limitation, the goodwill associated with and symbolized by the Marks, and all registrations and applications therefor in the United States and any foreign country, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or any foreign country, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the Effective Date and hereafter, including, without limitation, and all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. With respect to the U.S. trademark applications listed on Schedule A which are based on intent to use, Assignor is assigning the Marks as part of the entire business to which the Marks pertain as required by §15 U.S.C. 1060.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for trademark or service mark included in the Marks.

3. Effect of Assignment. 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. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of New York, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

5. Counterparts. This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures with original copies to follow by mail or courier service.

6. Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

7. Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns and, except as expressly provided in this Assignment, nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

8. Descriptive Headings. The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.

9. Severability. If any term or provision of this Assignment shall, in any jurisdiction, be invalid, illegal or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable such term or provision in any other jurisdiction. All other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to Assignee. Upon such determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the greatest extent possible.

*[Signature Pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed the signature page to this Assignment as of the day and year first above written.

**Assignor**

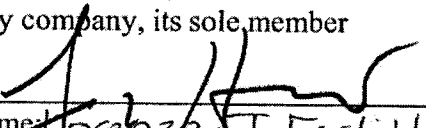
**EXPLOSION ENTERTAINMENT, LLC,**  
a California limited liability company

By \_\_\_\_\_  
Name:  
Title:

**Assignee**

**ZUFFA SPV NO. ONE, LLC,**  
a Nevada limited liability company

By: **ZUFFA, LLC.**, a Nevada limited liability company, its sole member

By:   
Name: Lorenzo J. Fertitta  
Title: CEO

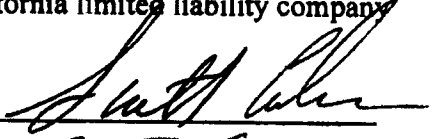
NOTARIZATION OF ASSIGNOR SIGNATURE:

Subscribed and sworn to before me this \_\_\_\_ day of [\_\_\_\_], 2011.

IN WITNESS WHEREOF, the parties hereto have executed the signature page to this Assignment as of the day and year first above written.

**Assignor**

**EXPLOSION ENTERTAINMENT, LLC,**  
a California limited liability company

By   
Name: SCOTT COKER  
Title: CEO

**Assignee**

**ZUFFA SPV NO. ONE, LLC,**  
a Nevada limited liability company

By: **ZUFFA, LLC.**, a Nevada limited liability company, its sole member

By \_\_\_\_\_  
Name:  
Title:

NOTARIZATION OF ASSIGNOR SIGNATURE:

Subscribed and sworn to before me this \_\_\_\_ day of [\_\_\_\_], 2011.

*see attached*

# Jurat

State of California

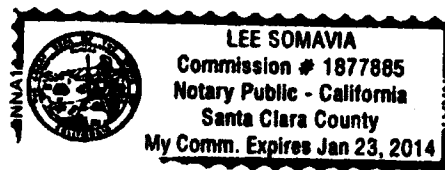
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 2<sup>nd</sup> day of March

20 11 by Scott Cobles

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Lee Somavia, Notary Public  
Signature (Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ◆ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

**Schedule A to Trademark Assignment Agreement**

1.

Matter Number	TM	Country	App No.	App Date	Reg No.	Reg Date	TM Status	Classes
079117-010109/CA	STRIKEFORCE	Canada	1426429	02Feb09	TMA757,077	14Jan10	Registered	38
079117-010118/CA	STRIKEFORCE	Canada	1466459	20Jan10			Pending	9, 16, 25, 28, 35, 41
079117-010104/EU	STRIKEFORCE	European Union	6205348	16Aug07	6205348	18Aug08	Registered	9, 16, 25, 28, 35, 38, 41
079117-010102/JP	STRIKEFORCE	Japan	2007-089226	16Aug07			Pending	9, 25, 28, 41
079117-010107/JP	STRIKEFORCE	Japan	2008-028403	16Aug07	5184794	28Nov08	Registered	16, 35, 38
079117-010108/JP	STRIKEFORCE	Japan	2008-071701	16Aug07	5239030	12Jun09	Registered	41
079117-010103/KR	STRIKEFORCE	Korea (South)	452007-3544	16Aug07	4527454	07May09	Registered	9, 16, 25, 28, 35, 38, 41
079117-010111/KR	STRIKEFORCE	Korea (South)	412009-3538	23Feb09	41194741	05Mar10	Registered	41
079117-011100/KR	STRIKEFORCE ONLINE	Korea (South)	20046946	27Mar04	41115622	28Apr05	Registered	41
079117-010110/MX	STRIKEFORCE	Mexico	1063162	27Jan10			Pending	9
079117-010112/MX	STRIKEFORCE	Mexico	1063064	27Jan10			Pending	16
079117-010113/MX	STRIKEFORCE	Mexico	1063191	27Jan10			Pending	25
079117-010114/MX	STRIKEFORCE	Mexico	1063163	27Jan10			Pending	28
079117-010115/MX	STRIKEFORCE	Mexico	1063065	27Jan10			Pending	35
079117-010116/MX	STRIKEFORCE	Mexico	1063066	27Jan10			Pending	38
079117-010117/MX	STRIKEFORCE	Mexico	1063067	27Jan10			Pending	41
079117-010101/US	STRIKEFORCE	US	77/109,583	16Feb07	3429439	20May08	Registered	9, 16, 25, 35, 38, 41
079117-010105/US	STRIKEFORCE	US	77/109,588	16Feb07			Pending	9, 25, 28
079117-010106/US	STRIKEFORCE	US	77/342,673	03Dec07	3467609	15Jul08	Registered	16

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