

**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>
REALTIME WORLDS LTD		11/08/2010	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RELOADED PRODUCTIONS, INC.		
<b>Street Address:</b>	6440 Oak Canyon		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3592998	APB	
<b>Registration Number:</b>	3600160	ALL POINTS BULLETIN	
<b>Registration Number:</b>	3600314	APB	
<b>Registration Number:</b>	3600315	ALL POINTS BULLETIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)572-6540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-445-8000		
<b>Email:</b>	denipmail@gtlaw.com		
<b>Correspondent Name:</b>	Frank G. Long - Greenberg Traurig, LLP		
<b>Address Line 1:</b>	2375 E. Camelback Road		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>ATTORNEY DOCKET NUMBER:</b>	036133-016900		

**CH \$115.00 3592998**

**900193027**

**TRADEMARK  
 REEL: 004550 FRAME: 0252**

NAME OF SUBMITTER:	Frank G. Long
Signature:	/frank g. long/
Date:	05/27/2011
<p>Total Attachments: 27</p> <p>source=20110313114812018#page1.tif source=20110313114812018#page2.tif source=20110313114812018#page3.tif source=20110313114812018#page4.tif source=20110313114812018#page5.tif source=20110313114812018#page6.tif source=20110313114812018#page7.tif source=20110313114812018#page8.tif source=20110313114812018#page9.tif source=20110313114812018#page10.tif source=20110313114812018#page11.tif source=20110313114812018#page12.tif source=20110313114812018#page13.tif source=20110313114812018#page14.tif source=20110313114812018#page15.tif source=20110313114812018#page16.tif source=Game Assets agreement#page1.tif source=Game Assets agreement#page2.tif source=Game Assets agreement#page3.tif source=Game Assets agreement#page4.tif source=Game Assets agreement#page5.tif source=Game Assets agreement#page6.tif source=Game Assets agreement#page7.tif source=Game Assets agreement#page8.tif source=Game Assets agreement#page9.tif source=Game Assets agreement#page10.tif source=Game Assets agreement#page11.tif</p>	

**ASSIGNATION OF INTELLECTUAL PROPERTY**

**(1) REALTIME WORLDS LTD**

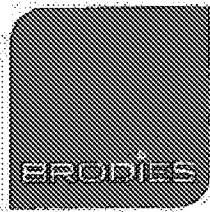
**(IN ADMINISTRATION)**

- and -

**(2) THE ADMINISTRATORS**

- and -

**(3) RELOADED PRODUCTIONS, INC.**



**Brodies LLP  
2 Blythswood Square  
Glasgow G2 4AD  
T: +44 0141 248 4672  
F: +44 0141 221 9270  
Ref: DDM.K2N1.1**

**CONTENTS**

1. Definitions and Interpretation..... 1

2. Assignment..... 2

3. Past Infringements..... 3

4. Relationship with the APA..... 3

5. Exclusion of Warranties..... 3

6. Exclusion of Administrators' Personal Liability..... 3

7. Waiver..... 4

8. Severability..... 4

9. Costs and Expenses..... 5

10. Service..... 5

11. Retrocession..... 5

12. Governing Law..... 6

Schedule..... 7

## ASSIGNATION

Amongst

- (1) **REALTIME WORLDS LTD** (in Administration) incorporated and registered in Scotland with Company Number SC225628 and registered office at 152 West Marketgait, Dundee, Angus DD1 1NJ, Scotland ("**Assignor**"),
- (2) **PAUL DOUNIS** and **KENNETH W PATTULLO** both of Begbies Traynor Group plc, Atholl Exchange, 6 Canning Street, Edinburgh, EH3 8EG, Scotland (the "**Administrators**"), and
- (3) **RELOADED PRODUCTIONS, INC.** incorporated and registered in California, USA with its registered office at 6440 Oak Canyon, Irvine, CA92618, USA (the "**Assignee**"),

(each a "party" and together "**the parties**").

## BACKGROUND

- (A) The Administrators were appointed joint administrators of the Assignor on 17<sup>th</sup> August 2010 by Notice of Appointment dated 16 August 2010 and lodged with the Court of Session on 17<sup>th</sup> August 2010.
- (B) The Assignor has, pursuant to the Asset Purchase Agreement (as defined below), agreed to assign to the Assignee such rights as the Assignor has in the APB Intellectual Property.

## AGREED TERMS

### 1 Definitions and Interpretation

- 1.1 In this Assignment, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Asset Purchase Agreement**" means the agreement of even date between the Assignor and the Purchaser relating to the sale and purchase of certain assets of the Assignor.

"**APB Intellectual Property**" means the Intellectual Property owned and capable of sale by the Assignor that is listed in the Schedule to this Assignment but subject always to the rights of any third parties in respect thereof and excluding the Excluded IPRs.

"**Domain Names**" means: i) the domain names listed in the Schedule to this Assignment; and ii) any other domain name registered to the Assignor containing or deriving from the name "All Points Bulletin" or "APB" (and/or any reasonably similar variation thereof), but in each case excluding the Excluded IPRs.

"**Excluded IPRs**" means all domain names and registered trade marks containing or deriving from the name "Realtime Worlds" or "realtimeworlds" (or any reasonably similar variation thereof).

"**Intellectual Property**" or "**IPRs**" means the following types of property and/or rights as granted in any jurisdiction (where references to any Scottish legal term for such property/rights shall, in respect of any jurisdiction other than Scotland, be deemed to include what most nearly approximates in that jurisdiction to the applicable right/property under Scots law): (i) patents; (ii)

registered trade marks; (iii) registered design rights; (iv) applications for, and rights to apply for the property/rights listed in items (i) to (iii) (inclusive) above; (v) copyrights; (vi) database rights; (vii) unregistered design rights; (viii) rights in performances; (ix) domain names and rights of action in relation to domain names (x) any rights of action in relation to know how and/or confidential information; (xiii) any rights of action in relation to trade names, trading styles, logos and/or branding; and (xiv) any other industrial or intellectual property right.

"Product" means the computer game known as "All Points Bulletin" and/or "APB".

"Purchaser" means K2 Network, Inc, of 6440 Oak Canyon, Suite 200, Irvine, CA 92618.

"Registered Trade Marks" means: i) the registered trade marks and applications for registered trade marks in each case as listed the Schedule to this Assignment; and ii) any other registered trade mark owned by the Assignor containing or deriving from the name "All Points Bulletin or "APB" (and/or any reasonably similar variation thereof); and iii) any other application for a registered trade mark made by the Assignor containing or deriving from the name "All Points Bulletin or "APB" (and/or any reasonably similar variation thereof), but in all cases excluding the Excluded IPRs.

## 1.2 In this Assignment:

- 1.2.1 words in the singular include the plural and vice versa and words in one gender include any other gender;
- 1.2.2 a reference to the Administrators shall be construed as being to the Administrators both jointly and severally and to any other person who is appointed as an administrator in substitution for any administrator or as an additional administrator in conjunction with the Administrators;
- 1.2.3 any reference to a statute, statutory provision or sub-ordinate legislation includes such legislation as amended and in force from time to time and any legislation which modifies, consolidates (with or without modification), re-enacts or supersedes it;
- 1.2.4 references to clauses and schedules are to clauses and schedules of this Assignment and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; and
- 1.2.5 headings are for convenience only and shall not affect the interpretation of this Assignment.

## 2 Assignment

- 2.1 In consideration of the sums payable under clause 3 (Consideration) of the Asset Purchase Agreement and pursuant to clause 5 (Completion) of that agreement, the Assignor hereby assigns and transfers to the Assignee (but only to the extent that all or any of or any part thereof is capable

of assignment) all such right, title and interest as it may have in and to the APB Intellectual Property, including (without limitation) all such right, title and interest as it may have in statutory and common law rights attaching to the Registered Trade Marks but (in each case) subject always to the right of any third parties in respect of any part(s) thereof.

### **3 Past Infringements**

The Assignor confirms that the assignment under clause 2 shall include such right as the Assignor may have (if any) to sue for past infringements of the rights assigned in clause 2 above and to retain any damages obtained as a result of such action but subject always to the rights of any third parties in respect of any part(s) thereof.

### **4 Relationship with the APA**

In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement then the terms of the Asset Purchase Agreement will prevail.

### **5 Exclusion of Warranties**

5.1 In accepting this Assignment, the Assignee acknowledges and agrees that:

- 5.1.1 no warranty or representation has been given on the part of the Assignor or the Administrators as to the right, title, interest in and to the APB Intellectual Property or any of it
- 5.1.2 so far as it is permissible by law to do so, any statutory or common law warranties, representations, guarantees or conditions that might otherwise be implied as to the right, title, interest in and to the APB Intellectual Property or any of it are hereby expressly excluded;
- 5.1.3 if it shall be found that the Assignor does not have title or unencumbered title to any or all of the APB Intellectual Property this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Assignment or for the recovery from the Administrators or the Assignor of any or all of the consideration payable or paid by the Purchaser in respect thereof; and
- 5.1.4 the Assignor may not be entitled to assign any or all of the APB Intellectual Property without the consent of other parties.

### **6 Exclusion of Administrators' Personal Liability**

6.1 In accepting this Assignment, the Assignee acknowledges and confirms that:

- 6.1.1 the Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including, without prejudice to the foregoing generality,

personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or delict or by reference to any other remedy or right, and in whatever jurisdiction or forum;

- 6.1.2 no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this clause 6; and
- 6.1.3 any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this clause 6 is hereby expressly excluded.
- 6.2 The Administrators have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this clause 6 and any other provisions in this Assignment in their favour.
- 6.3 Nothing in this Assignment shall constitute a waiver of any right of the Administrators to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.
- 6.4 For the purpose of this clause 6, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "Beggies Traynor" and the partners, members, officers, employees, advisers, representatives and agents of any such entity or partnership.

## 7 **Waiver**

No single or partial exercise of or failure or delay in exercising, on the part of any party hereto, any right, power or remedy under this Assignment or the granting of time by any party hereto shall prejudice, affect or restrict the rights, powers and remedies of those parties under this Assignment, nor shall any waiver by any party hereto of any breach of this Assignment operate as a waiver of or in relation to any subsequent or any continuing breach of this Assignment.

## 8 **Severability**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.



9 **Costs and Expenses**

Each party shall be responsible for its own costs and expenses of, in connection with or incidental to, this Assignment and the assignment of the Intellectual Property contemplated hereunder, provided that the Administrators and the Assignor shall have no obligation to incur any such costs or expenses (as provided for in clause 6 of the Asset Purchase Agreement).

10 **Retrocession**

10.1 The Assignee acknowledges and agrees to the terms of clause 3.7 of the Asset Purchase Agreement, and without prejudice to the generality of the foregoing, specifically agrees that in the event of rescission of the Asset Purchase Agreement as provided for in terms of clauses 3.5 and/or 3.6 and/ or 8.2.2 thereof:-

10.1.1 ownership of the APB Intellectual Property shall immediately retrocede to the Assignor;

10.1.2 the Assignee shall forthwith delete all copies of any of the APB Intellectual Property (including without limitation the Product Source Code) in its control or possession and shall procure the deletion of all copies in the control or possession of its agents, subsidiaries or any other persons to whom it has supplied such copies; and

10.1.3 the Administrators are hereby irrevocably appointed as the lawful attorney of the Assignee solely and exclusively for the purposes of executing only such documents as may be necessary or desirable (acting reasonably) to confirm or prove the title of the Assignor to the APB Intellectual Property.

11 **Service**

The Assignee irrevocably appoints Brodies LLP of 15 Atholl Crescent, Edinburgh, EH3 8HA or such other person in Scotland as they may from time to time notify to the Assignor and the Administrators for the purpose, as agent to accept service of legal process in Scotland in any legal action or proceedings arising out of or in connection with this agreement.

12 Governing Law

This Assignment shall be governed and construed in all respects in accordance with the Laws of Scotland and the parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are, together with the Schedule, executed as follows:

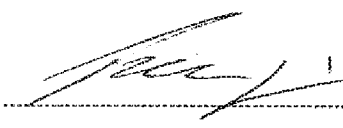
EXECUTED for and on behalf of RELOADED PRODUCTIONS, INC.


at \_\_\_\_\_  
on the \_\_\_\_\_  
day of \_\_\_\_\_  
Two thousand and ten by  
one of its Directors in the presence of this witness:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Full Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

EXECUTED for and on behalf of REALTIME WORLDS LTD (in Administration)

at EDINBURGH  
on the 08  
day of NOVEMBER  
Two thousand and ten by PAUL DOWNIS  
one of the Administrators (without incurring personal liability on the part of either of the Administrators) in the presence of this witness:

  
\_\_\_\_\_

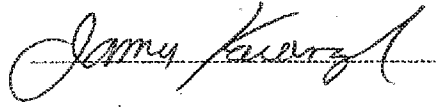
  
\_\_\_\_\_  
Witness  
PAUL VEYNA  
\_\_\_\_\_  
Full Name  
QUARTERLY TWO  
\_\_\_\_\_  
Address  
2 LISTER SQUARE  
EDINBURGH EH3 9QL

12 Governing Law

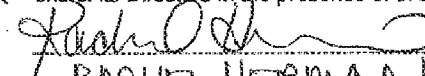
This Assignment shall be governed and construed in all respects in accordance with the Laws of Scotland and the parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are, together with the Schedule, executed as follows:

EXECUTED for and on behalf of RELOADED PRODUCTIONS, INC. at IRVINE, CALIFORNIA. USA on the 5<sup>th</sup> day of November



Two thousand and ten by JAMES KANUNGU, CEO one of its Directors in the presence of this witness:

 Witness  
RACHEL HERMAN Full Name  
6440 OAK CYN # 200, Address  
IRVINE, CA 92618

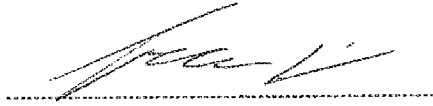
EXECUTED for and on behalf of REALTIME WORLDS LTD.(in Administration)

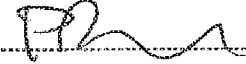
at \_\_\_\_\_  
on the \_\_\_\_\_  
day of \_\_\_\_\_  
Two thousand and ten by  
one of the Administrators (without incurring personal liability on the part of either of the Administrators) in the presence of this witness:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Full Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_

**TRADEMARK**  
**REEL: 004550 FRAME: 0263**

EXECUTED for and on behalf of the Administrators  
by PAUL DOWNIS, one of the  
Administrators (without incurring personal liability on the  
part of either of the Administrators)  
at EDINBURGH  
on the 08  
day of NOVEMBER  
Two thousand and ten  
in the presence of this witness:



 Witness  
PAUL FLYNN Full Name  
QUARTERMILE TWO Address  
2 LISTER SQUARE  
EDINBURGH EH3 9QL

This is the Schedule referred to in the foregoing Assignment amongst Real Time Worlds Ltd (in Administration), the Joint Administrators thereof and Reloaded Productions, Inc.

All IPRs comprised in or protecting the Product.

All IPRs comprised in or protecting any software (including without limitation any software development tool or software management tool) that was developed by the Assignor and that was used to create or maintain or run the Product.

All IPRs in any documentation or file created by the Assignor that described the Product or the software described in the previous sentence.

All IPRs comprised in or protecting the Customer List owned by the Assignor (if any).

All IPRs comprised in or protecting the name or branding of the Product.

The following registered trade marks:-

File #	Country Name	Trademark	Serial # / Reg. #	Exp. Date
19373-03	AU	Australia APB IC 09	Reg 1042983	2/22/15
19373-03	AU	Australia ALL POINTS BULLETIN IC 09	Reg 1042971	2/22/15
19373-03	CA	Canada APB IC 09	1247561	
19373-03	CA	Canada ALL POINTS BULLETIN IC 09	1247562	
19373-03	CN	China APB Class 9	Reg No. 4518698	1/13/2018
19373-03	CN	China ALL POINTS BULLETIN Class 9	Reg No. 4518699	1/27/2018
19373-03	CTM	Europe - Community Trademark APB Class 9 & 16	004278891	2/10/2015

App #	Country Name	Trademark	Serial # / Reg #	Ren. Date
19373-03	CTM	Europe - Community Trademark	APB Classes 28 & 41	007033467 7/3/2018
19373-03	CTM	Europe - Community Trademark	ALL POINTS BULLETIN Class 9	004278883 2/10/2015
19373-03	CTM	Europe - Community Trademark	ALL POINTS BULLETIN Classes 25, 28 & 41	005011002 3/27/2016
19373-03 Ref. FM- 22464/SQ	JP	Japan	APB IC 09	4943588 App 2005- 016214 RENEW 10/8/2015-4/6/2016
19373-03 Ref: FM- 22465/SQ	JP	Japan	ALL POINTS BULLETIN IC 09	4922734 App 2005- 106215 RENEW 7/21/2015- 1/20/2016
19373-03 Ref: T0512933	KR	Korea	APB IC 09 [for motion picture films]	660251 App 2005- 0006123 4/27/2016
19373-03 Ref: T0__	KR	Korea	APB IC 09 [for computer video games/software]	0671723 Class 09 App 2005- 0054349 07/25/2016
19373-03 Ref:	KR	Korea	APB IC 41	0153507 Class 41 App 41-2006- 0008485 08/22/2017 Renew 8/23/2016- 8/22/2017
19373-03 Ref. T0512957	KR	Korea	ALL POINTS BULLETIN IC 09	Reg. No. 0659362 40-2005- 0008251 4/20/2016 Renew 4/21/2015- 4/20/2016
19373-03 Ref.	KR	Korea	ALL POINTS BULLETIN IC 41	Reg. No. 0150229 41-2006- 0008486 6/20/2017 Renew 6/21/2016- 6/20/2017
19373-03	NZ	New Zealand	APB IC 09	724549 1/31/15; every 10 years thereafter
19373-03		Norway	APB IC 09	235921 App 200500970 10/30/2016 Need to put to use w/n 5 years of Reg Date

File #	Country Name	Trademark	Serial # / Reg. #	Ren. Date
19373-03	CH	Switzerland	APB IC 09	532360 2/2/2015
19373-03	TW	Taiwan	APB IC 09	1177379 App 4518698 10/15/2015
19373-03	TW	Taiwan	ALL POINTS BULLETIN IC 09	1199770 App 4518699 3/15/2016
19373-03 Ref. H01219- 00001 TM (380/2005)	TH	Thailand	APB IC 09	Reg. TM271937 581844 2/15/2015
19373-03 Ref. H1219- 2TM (625/2005)	TH	Thailand	ALL POINTS BULLETIN IC 09	Reg TM235981 584413 3/14/2015
19373-02	US	United States	APB IC 09	3592998 Affidavit due 3/17/14 – 3/17/15; expires 3/17/19
19373-02	US	United States	ALL POINTS BULLETIN IC 09	3600160 Affidavit due 3/31/14 – 3/31/15; expires 3/31/19
19373-02	US	United States	APB IC 41	3600314 Affidavit due 3/31/14 – 3/31/15; expires 3/31/19
19373-02	US	United States	ALL POINTS BULLETIN IC 41	3600315 Affidavit due 3/31/14 – 3/31/15; expires 3/31/19
19373-02	US	United States	APB IC 09	Serial No. 77651515
19373-02	US	United States	ALL POINTS BULLETIN IC 09	Serial No. 77651533
2009724255		Russian Federation	ALL POINTS BULLETIN	



The following domain names:-

Domain Name	Expiration
apb.com	4 June 2015
apb2.com	26 January 2013
apb3.com	26 January 2013
apb4.com	26 January 2013
apb5.com	26 January 2013
sanparo.com	1 November 17

**TRADEMARK**  
**REEL: 004550 FRAME: 0269**

**CONFIRMATORY ASSIGNATION OF GOODWILL**

**(1) REALTIME WORLDS LTD**

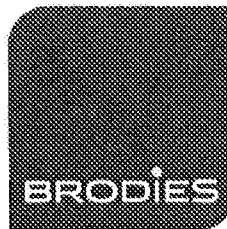
**(IN ADMINISTRATION)**

- and -

**(2) THE ADMINISTRATORS**

- and -

**(3) RELOADED PRODUCTIONS, INC.**



**Brodies LLP  
2 Blythswood Square  
Glasgow G2 4AD  
T: +44 0141 248 4672  
F: +44 0141 221 9270  
Ref: DDM.K2N1.1**

## CONFIRMATORY ASSIGNATION OF GOODWILL

Amongst

- (1) **REALTIME WORLDS LTD** (in Administration) incorporated and registered in Scotland with Company Number SC225628 and registered office at 6 Canning Street, Edinburgh, EH3 8EG Scotland ("**Assignor**"),
  - (2) **PAUL DOUNIS** and **KENNETH W PATTULLO** both of Begbies Traynor Group plc, Atholl Exchange, 6 Canning Street, Edinburgh, EH3 8EG, Scotland (the "**Administrators**"), and
  - (3) **RELOADED PRODUCTIONS, INC.** incorporated and registered in California, USA with its registered office at 6440 Oak Canyon, Irvine, CA92618, USA (the "**Assignee**"),
- (each a "**party**" and together "**the parties**").

## BACKGROUND

- (A) The Administrators were appointed joint administrators of the Assignor on 17<sup>th</sup> August 2010 by Notice of Appointment dated 16 August 2010 and lodged with the Court of Session on 17<sup>th</sup> August 2010.
- (B) The Assignor has, pursuant to the Asset Purchase Agreement (as defined below), agreed to assign to the Assignee such rights as the Assignor has in the APB Intellectual Property.
- (C) On or around 8<sup>th</sup> November 2010 the parties entered into an Assignment of Intellectual Property in terms of which the Assignor assigned certain rights in APB Intellectual Property ("**the IP Assignment**").
- (D) The IP Assignment included an assignment of any rights of action in relation to trade names, trading styles, logos and/or branding and any other industrial or intellectual property right in each case protecting the name or branding of the Product ("**the Unregistered Trade Marks Rights**").
- (E) In order to facilitate the transfer of the US registered trade marks mentioned in the IP Assignment there requires to be an express transfer of "goodwill" in the Product to the Assignee.
- (F) The parties believe that the concepts of Unregistered Trade Marks Rights and goodwill in the Product are largely equivalent have agreed to enter into this assignment in order to create an express transfer of "goodwill" for US registered trade mark purposes.

## AGREED TERMS

### 1 Definitions and Interpretation

- 1.1 In this Confirmatory Assignment, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Asset Purchase Agreement**" means the agreement of on or around 8<sup>th</sup> November 2010 between the Assignor and the Purchaser relating to the sale and purchase of certain assets of the Assignor.

**"APB Intellectual Property"** means the Intellectual Property owned and capable of sale by the Assignor that is listed in the Schedule to the IP Assignment but subject always to the rights of any third parties in respect thereof and excluding the Excluded IPRs.

**"Domain Names"** means: i) the domain names listed in the Schedule to the IP Assignment; and ii) any other domain name registered to the Assignor containing or deriving from the name "All Points Bulletin" or "APB" (and/or any reasonably similar variation thereof), but in each case (i) subject always to the rights of any third parties in respect of any part(s) thereof and (ii) excluding the Excluded IPRs.

**"Excluded IPRs"** means all domain names and registered trade marks containing or deriving from the name "Realtime Worlds" or "realtimeworlds" (or any reasonably similar variation thereof).

**"Goodwill"** means any goodwill in relation to the Product, the Registered Trade Marks and/or the Domain Names.

**"Intellectual Property" or "IPRs"** means the following types of property and/or rights as granted in any jurisdiction (where references to any Scottish legal term for such property/rights shall, in respect of any jurisdiction other than Scotland, be deemed to include what most nearly approximates in that jurisdiction to the applicable right/property under Scots law): (i) patents; (ii) registered trade marks; (iii) registered design rights; (iv) applications for, and rights to apply for the property/rights listed in items (i) to (iii) (inclusive) above; (v) copyrights; (vi) database rights; (vii) unregistered design rights; (viii) rights in performances; (ix) domain names and rights of action in relation to domain names (x) any rights of action in relation to know how and/or confidential information; (xiii) any rights of action in relation to trade names, trading styles, logos and/or branding; and (xiv) any other industrial or intellectual property right.

**"Product"** means the computer game known as "All Points Bulletin" and/or "APB" but subject always to the rights of any third parties in respect of any part(s) thereof.

**"Purchaser"** means K2 Network, Inc, of 6440 Oak Canyon, Suite 200, Irvine, CA 92618.

**"Registered Trade Marks"** means: i) the registered trade marks and applications for registered trade marks in each case as listed the Schedule to the IP Assignment; and ii) any other registered trade mark owned by the Assignor containing or deriving from the name "All Points Bulletin" or "APB" (and/or any reasonably similar variation thereof); and iii) any other application for a registered trade mark made by the Assignor containing or deriving from the name "All Points Bulletin" or "APB" (and/or any reasonably similar variation thereof), but in all cases (i) subject always to the rights of any third parties in respect of any part(s) thereof and (ii) excluding the Excluded IPRs.

1.2 In this Confirmatory Assignment:

1.2.1 words in the singular include the plural and vice versa and words in one gender include any other gender;

- 1.2.2 a reference to the Administrators shall be construed as being to the Administrators both jointly and severally and to any other person who is appointed as an administrator in substitution for any administrator or as an additional administrator in conjunction with the Administrators;
- 1.2.3 any reference to a statute, statutory provision or sub-ordinate legislation includes such legislation as amended and in force from time to time and any legislation which modifies, consolidates (with or without modification), re-enacts or supersedes it;
- 1.2.4 references to clauses and schedules are to clauses and schedules of this Confirmatory Assignment and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; and
- 1.2.5 the recitals and headings are for convenience only and shall not affect the interpretation of this Confirmatory Assignment and/or create legal rights.

## **2 Assignment**

- 2.1 In consideration of the sums paid under clause 3 (Consideration) of the Asset Purchase Agreement, the Assignor hereby confirms that the IP Assignment assigned and transferred (or to the extent (if any) that it did not, the Assignor now hereby assigns and transfers) to the Assignee (but only to the extent that all or any part thereof is or was at the relevant time of assignment (as appropriate) capable of assignment) all, such right, title and interest as it had immediately prior to the date of the IP Assignment, or has now (as appropriate) in and to:-

2.1.1 the Goodwill; and

2.1.2 rights to sue and recover for past infringements of the Goodwill ("Ancillary Rights"),

but in each case excluding all Excluded IPRs.

## **3 Relationship with the Asset Purchaser Agreement and the IP Assignment**

In the event of any conflict between the terms of this Confirmatory Assignment and the terms of the Asset Purchase Agreement then the terms of the Asset Purchase Agreement will prevail. In the event of any conflict between the terms of this Confirmatory Assignment and the terms of the IP Assignment then the terms of the IP Assignment will prevail.

## **4 Exclusion of Warranties**

- 4.1 In accepting this Confirmatory Assignment, the Assignee acknowledges and agrees that:

- 4.1.1 no warranty or representation has been given on the part of the Assignor or the Administrators as to the right, title, interest in and to the APB Intellectual Property (or any of it) and/or the Goodwill or the Ancillary Rights;
- 4.1.2 so far as it is permissible by law to do so, any statutory or common law warranties, representations, guarantees or conditions that might otherwise be implied as to the right, title, interest in and to the APB Intellectual Property (or any of it) and/or the Goodwill or any of the Ancillary Rights are hereby expressly excluded;
- 4.1.3 if it shall be found that the Assignor does not (or did not at the relevant time of assignment) have title or unencumbered title to any or all of the APB Intellectual Property or the Goodwill or the Ancillary Rights this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Confirmatory Assignment or for the recovery from the Administrators or the Assignor of any or all of the consideration payable or paid by the Purchaser in respect thereof; and
- 4.1.4 the Assignor may not have been entitled to assign any or all of the APB Intellectual Property and may not be or have been (as appropriate) entitled to assign any or all of the Goodwill or the Ancillary Rights without the consent of other parties.

## 5 **Exclusion of Administrators' Personal Liability**

- 5.1 In accepting this Confirmatory Assignment, the Assignee acknowledges and confirms that:
- 5.1.1 the Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including, without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Confirmatory Assignment and whether such claim is formulated in contract and/or delict or by reference to any other remedy or right, and in whatever jurisdiction or forum;
- 5.1.2 no claim which may be or become competent to the Assignee arising directly or indirectly from this Confirmatory Assignment will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this clause 5; and
- 5.1.3 any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this clause 5 is hereby expressly excluded.
- 5.2 The Administrators have joined in as parties to this Confirmatory Assignment solely for the purpose of obtaining the benefit of the provisions of this clause 5 and any other provisions in this Confirmatory Assignment in their favour.

5.3 Nothing in this Confirmatory Assignment shall constitute a waiver of any right of the Administrators to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.

5.4 For the purpose of this clause 5, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "Begbies Traynor" and the partners, members, officers, employees, advisers, representatives and agents of any such entity or partnership.

## 6 **Waiver**

No single or partial exercise of or failure or delay in exercising, on the part of any party hereto, any right, power or remedy under this Confirmatory Assignment or the granting of time by any party hereto shall prejudice, affect or restrict the rights, powers and remedies of those parties under this Confirmatory Assignment, nor shall any waiver by any party hereto of any breach of this Confirmatory Assignment operate as a waiver of or in relation to any subsequent or any continuing breach of this Confirmatory Assignment.

## 7 **Severability**

If at any time any provision of this Confirmatory Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

## 8 **Costs and Expenses**

The Assignee shall be responsible for the costs and expenses of itself in connection with or incidental to, this Confirmatory Assignment and the assignment of the Goodwill and the Ancillary Rights contemplated hereunder.

The Assignee will pay to the Administrators a sum equivalent to any reasonable and properly incurred costs and expenses incurred by the Company and/or the Administrators in reviewing, revising and/or executing this Confirmatory Assignment.

The Assignee will indemnify the Company and the Administrators in respect of any liability, costs, damages or claims which are actually incurred by the Company and the Administrators as a result of the Company and/or the Administrators in reviewing, revising, agreeing to the terms of, entering into, and/or executing this Confirmatory Assignment.

## 9 **Service**

The Assignee irrevocably appoints Brodies LLP of 15 Atholl Crescent, Edinburgh, EH3 8HA or such other person in Scotland as they may from time to time notify to the Assignor and the



Administrators for the purpose, as agent to accept service of legal process in Scotland in any legal action or proceedings arising out of or in connection with this Confirmatory Assignment.

## 10 Retrocession

10.1 The Assignee specifically agrees that in the event of rescission of the Asset Purchase Agreement as provided for in terms of 8.2.2 thereof:-

10.1.1 ownership of the Goodwill and the Ancillary Rights shall immediately retrocede to the Assignor; and

10.1.2 the Administrators are hereby irrevocable appointed as the lawful attorney of the Assignee solely and exclusively for the purposes of executing only such documents as may be necessary or desirable (acting reasonably) to confirm or prove the title of the Assignor to the Goodwill and the Ancillary Rights.

## 11 VAT

11.1 The Assignee hereby indemnifies the Assignor and the Administrators in respect of:-

11.1.1 any and all Value Added Tax ("VAT") which has become or becomes (whether now or in the future) due to HMRC in respect of any supply made in accordance with (or deemed to be made as a result of) this Confirmatory Assignment (and in particular, without prejudice to the generality of the foregoing in respect of the transfer of the Goodwill and/or the Ancillary Rights); and

11.1.2 any VAT which has become or becomes due (whether now or in the future) to HMRC in respect of any supply whether made in accordance with the Asset Purchase Agreement, the IP Assignment and/or the assignment of contracts executed pursuant to the Asset Purchase Agreement ("Contract Assignment"), in each case to the extent that the same would not have been or become payable but for the execution of this Confirmatory Assignment; together with any penalty or interest incurred by the Assignor or the Administrators for late payment of such VAT by reason of it having been assumed prior to the date of this Confirmatory Assignment that no VAT would be payable in respect of such supplies.

For the avoidance of doubt, references in this clause 11 to "supply" shall include anything which is deemed to be or is treated as a supply under any enactment, ordinance, pact, decree, treaty, code, directive, order, notice or official published plan or policy with legal or actual force in any geographical area and/or over any class of persons relating to VAT.

11.2 If the Assignee pays (pursuant to this Confirmatory Assignment) to the Assignor or the Administrators any amount in respect of a supposed liability to VAT and HMRC shall subsequently determine that the whole or part of that supposed liability to VAT was not properly chargeable ("Overpaid VAT"), then the Assignor shall:

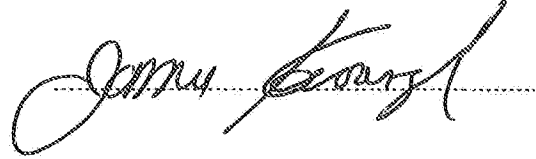
- 11.2.1 promptly notify the Assignee of HMRC's, determination; and
- 11.2.2 following repayment from HMRC and demand by the Assignee, repay the Overpaid VAT (together with all interest relating to it) to the Assignee and (if the Assignee so requires) issue a VAT credit note to the Assignee in respect of the Overpaid VAT.
- 11.3 The parties agree that the Assignor shall retain all records invoices and other documents relating to the ABP Intellectual Property, the Goodwill and/or the Ancillary Rights which are required to be preserved for the purposes of VATA 1994 and/or regulations made under that enactment in accordance with sub-sections (4) and (5) of section 49 VATA 1994 ("**VAT Records**").
- 11.4 The Administrators undertakes to the Buyer for such periods as the VAT Records are required by law to be kept:
  - 11.4.1 to preserve the VAT Records safe and secure, in their possession or under their control; and
  - 11.4.2 within such time and in such form as the Assignee may reasonably require (but at the cost of the Assignee):
    - 11.4.2.1 to provide to the Assignee and/or its agents, accountants and other professional advisers such information contained in the VAT Records as the Assignee may reasonably specify; and
    - 11.4.2.2 to permit those persons to inspect the VAT Records at such place as the Assignee may reasonably require and to copy all or part of those records.

12 **Governing Law**

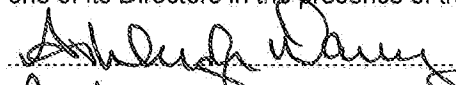
This Confirmatory Assignment shall be governed by and construed in all respects in accordance with the Laws of Scotland and the parties hereto, insofar as not already subject thereto, hereby prorogate the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages are, together with the Schedule, executed as follows:

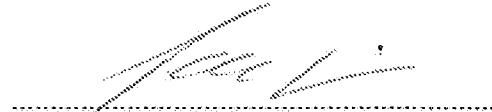
EXECUTED for and on behalf of RELOADED PRODUCTIONS, INC.  
at IRVINE  
on the 21<sup>st</sup>  
day of March  
Two thousand and eleven by James Kavanagh



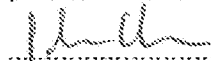
one of its Directors in the presence of this witness:

 Witness  
Andrew Dancy Full Name  
10440 Oak Canyon #200 Address  
Irvine, CA 92618

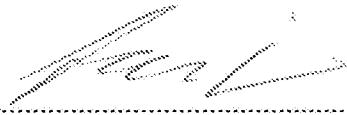
EXECUTED for and on behalf of REALTIME WORLDS LTD (in Administration)  
at EDINBURGH  
on the 25<sup>th</sup>  
day of FEBRUARY  
Two thousand and eleven by PAUL DOWNS



one of the Administrators (without incurring personal liability on the part of either of the Administrators) in the presence of this witness:

 Witness  
Peter Carnegie Gibson Graham Full Name  
3 Glenasmole Court Address  
Edinburgh EH12 5BS

EXECUTED for and on behalf of the Administrators  
by PAUL DUNNIS, one of the  
Administrators (without incurring personal liability on the  
part of either of the Administrators)  
at EDINBURGH  
on the 25th  
day of FEBRUARY  
Two thousand and eleven  
in the presence of this witness:

  
.....

  
..... Witness

Peter Carnegie Gibson Graham Full Name

3 Glenmore Crescent, Address

Edinburgh, EH12 5BS

9833808v2

**RECORDED: 05/27/2011**

**TRADEMARK  
REEL: 004550 FRAME: 0280**