

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RazorGator Interactive Group, Inc.		12/10/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Soni Consulting Group, Inc.
<b>Street Address:</b>	1745 Peachtree St.
<b>Internal Address:</b>	Suite F
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3313709	PRIMESPORT
Registration Number:	3179657	PRIMESPORT INTERNATIONAL
Registration Number:	3152983	PRIMESPORT INTERNATIONAL
Registration Number:	2977483	ENCORE TICKETS
Registration Number:	3006222	ENCORETICKETS.COM

**CORRESPONDENCE DATA**

Fax Number: (404)844-5636  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-844-5633  
 Email: smwinter@wczlaw.net  
 Correspondent Name: Steven M. Winter  
 Address Line 1: 3490 Piedmont Rd NE  
 Address Line 2: Suite 800  
 Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Steven M. Winter
Signature:	/s/ Steven M. Winter
Date:	06/14/2011
<b>Total Attachments: 10</b> source=Assignment and Assumption Agreement#page1.tif source=Assignment and Assumption Agreement#page2.tif source=Assignment and Assumption Agreement#page3.tif source=Assignment and Assumption Agreement#page4.tif source=Assignment and Assumption Agreement#page5.tif source=Assignment and Assumption Agreement#page6.tif source=Assignment and Assumption Agreement#page7.tif source=Assignment and Assumption Agreement#page8.tif source=Assignment and Assumption Agreement#page9.tif source=Assignment and Assumption Agreement#page10.tif	

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of December 10, 2010 (the "Effective Date"), by and between RazorGator Interactive Group, Inc., a Delaware corporation ("Assignor") and Soni Consulting Group, Inc., a Georgia corporation ("Assignee").

WHEREAS, Assignor owns or controls the internet domain names and the associated websites, software licenses and trademarks set forth in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "IP Assets");

WHEREAS, Assignor and Assignee previously entered into the Contractor Agreement, dated as of July 13, 2010 (the "Contractor Agreement"), pursuant to which Assignee agreed to perform certain services for Assignor;

WHEREAS, Section 5.2 of the Contractor Agreement provides that upon expiration or termination of this Agreement and subject to full and complete payment of all outstanding amounts owed by one party to the other, Assignor and Assignee shall execute and deliver this Agreement, pursuant to which Assignor shall assign to Assignee, and Assignee shall accept and assume, the IP Assets upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Contractor Agreement has expired or terminated and all outstanding amounts owed by one party to the other has been fully and completely paid and satisfied.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of IP Assets. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, interest and obligations in and to the IP Assets.

2. Acceptance and Assumption of IP Assets. Assignee hereby (i) accepts the assignment, transfer and conveyance of all of Assignor's right, title and interest in the IP Assets, and (ii) assumes, undertakes and agrees to pay, satisfy, perform or discharge all obligations and liabilities of any kind arising out of the ownership of, or required to be performed as a result of owning, the IP Assets commencing on the Effective Date, including, without limitation, renewing third party software licenses necessary to operate the websites included in the IP Assets.

3. Transfer of IP Assets; Cooperation in Transfer. Assignor shall reasonably cooperate with Assignee in taking any and all actions and in executing any other documents as required to effectuate and record the assignment and transfer of the IP Assets to Assignee. Without limiting the generality of the foregoing, Assignor shall execute any forms required by the domain name registrar to transfer the domain names included in the IP Assets to an account and registrar designated by Assignee.

4. Representations and Warranties. Each party represents and warrants to the other party that it has the full legal right, capacity, power and authority to enter into this Agreement

and has dully executed any and all such resolutions, instruments and assurances reasonably necessary or proper to facilitate the performance of this Agreement. Assignor represents and warrants that it will transfer to Assignee the IP Assets free and clear of any encumbrances, security interests or liens of any kind, other than the security interests held by Assignor's secured lender, Hercules Technology Growth Capital Incorporated. THE IP ASSETS ARE PROVIDED "AS IS". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR AS MANDATED BY APPLICABLE LAW (WITHOUT THE RIGHT TO WAIVE OR DISCLAIM), ASSIGNOR DISCLAIMS AND RENOUNCES ANY AND ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS, AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE IP ASSETS, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR EXPECTED RESULTS OR OUTCOMES; (II) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN THE TRADE, AND (III) ANY OBLIGATION, RIGHT, LIABILITY, CLAIM OR REMEDY FOR: (1) LOSS OF USE, REVENUE OR PROFIT, OR ANY OTHER DAMAGES; (2) INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS; AND (3) INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. THE ENTIRE RISK AS TO THE USE AND THE RESULTS OF THE IP ASSETS IS ASSUMED BY LICENSEE.

5. General.

(a) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of California (without reference to the conflicts of law provisions thereof or of any other jurisdiction that would result in the application of the laws of any other jurisdiction). The parties hereto agree that any action or claim arising hereunder shall only be instituted and prosecuted in the state or federal courts of competent jurisdiction located in Los Angeles County, California, and the parties irrevocably submit to the exclusive jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums.

(b) Entire Agreement. This Agreement, together with all documents executed concurrently herewith or pursuant to Section 3 above, contains the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and agreements between the parties with respect to the subject matter of this Agreement. Except as otherwise provided in this Agreement, this Agreement can be modified, amended, or any provision waived only by a written instrument signed by both parties.

(c) Headings and Captions. The headings and captions of various sections of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is the express intent of the parties to be bound by the exchange of signatures on this Agreement via electronic transmissions or original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ASSIGNEE:**

Soni Consulting Group, Inc.

By: \_\_\_\_\_

Name:

Title:

**ASSIGNOR:**

RazorGator Interactive Group, Inc.

By: \_\_\_\_\_

Name: Nima Moayed

Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]

**TRADEMARK**  
**REEL: 004561 FRAME: 0358**

**Exhibit A**

**IP Assets**

1. Domain Names:           primesport.com  
                                  worldcuptickets.com  
                                  18004encore.com  
                                  encoreticket.com  
                                  encoretickets.com  
                                  eventsportstravel.com  
                                  sportstoureclassics.com  
                                  encoretickets.biz  
                                  wwwencoretickets.com
2. The websites, if any, located at the Domain Names (the "Websites")
3. Phone lines, including, phone numbers:       800-730-7373  
  404-365-0555  
  404-365-8333  
  404-881-2500  
  972-726-6000  
  800-591-9198  
  706-651-8354
4. All software licenses (to the extent assignable by Assignor) used in connection with the operation of the Websites.
5. Trademarks / Service Marks:

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
PRIMESPORT	United States	3313709	October 16, 2007
PRIMESPORT INTERNATIONAL	United States	3179657	December 5, 2006
PRIMESPORT INTERNATIONAL	United States	3152983	October 10, 2006
ENCORE TICKETS	United States	2977483	July 26, 2005
ENCORETICKETS.COM	United States	3006222	October 11, 2005

6. All other service marks, trade names and logos related to "Primesport" and "Encore Tickets".
7. Goodwill associated with the Domain Names, Websites, trademarks, service marks, trade names and logos set forth above.

## Exhibit C

### SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT (this "Agreement") is entered into and effective as of December 10, 2010 (the "Effective Date"), by and between RazorGator Interactive Group, Inc., a Delaware corporation with its corporate offices at 11150 Santa Monica Blvd., Suite 500, Los Angeles, CA 90025 ("Company"), and Soni Consulting Group, Inc., a Georgia corporation with its corporate offices at 5220 Northside Drive, Atlanta, GA 30327 ("Contractor"). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Contractor Agreement (as defined below).

WHEREAS, the parties hereto are parties to that Contractor Agreement, dated as of July 13, 2010 (the "Contractor Agreement"), pursuant to which Contractor agreed to provide certain services to Company;

WHEREAS, Section 10 of the Contractor Agreement provides that upon expiration or termination of the Contractor and subject to full and complete payment of all outstanding amounts owed by one party to the other, Company and Contractor shall execute and deliver this Agreement;

WHEREAS, the Contractor Agreement has expired or terminated, and all outstanding payment obligations under the Contractor Agreement has been fully and completely satisfied or discharged;

WHEREAS, Company and Contractor each now wishes to release the other party of all claims relating to the Contractor Agreement, the relationship between the parties, the equity of Company and Contractor's ownership thereof, and each party, effective as of the Effective Date, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Expiration or Termination of Contractor Agreement. Company and Contractor acknowledge and agree that the Contractor Agreement has terminated or expired and is of no further force and effect as of the Effective Date. Notwithstanding the foregoing, Company and Contractor acknowledge and agree that Sections 6, 7, 8 and 9 of the Contractor Agreement survive the termination of the Contractor Agreement.

2. Release by Contractor. Except as set forth in Section 4 of this Agreement, effective as of the Effective Date, Contractor, for and on behalf of itself and its shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors, executors, agents, and attorneys:

2.1 Agrees that it does not have or will have claim, right, cause of action or remedy (whether arising (i) by law, including under any statute, regulation, any common law theory or otherwise, (ii) by contract, (iii) in tort, including any theory of negligence, fraud, or breach of

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fiduciary duty, (iv) in equity, or (v) otherwise) in any way relating to or arising out of the Contractor Agreement or any matters, actions, omissions, events, transactions, claims, responsibilities, circumstances or conditions relating to the Contractor Agreement, the relationship of the parties, equity of Company or Contractor's ownership thereof, Contractor, Company or any of their respective businesses, condition (financial or otherwise), assets or operations, including but not limited to any actual or potential sale, merger, consolidation, business combination, reorganization, recapitalization or other extraordinary business transaction, to the extent existing or arising with respect to any period on or before the Effective Date (the "Potential Claims") as against Company, its shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors, executors, agents, and attorneys (the "Company Released Parties");

2.2 Releases, waives, acquits and discharges forever each of the Company Released Parties from, waives any right at law or in equity as to, and agrees not to bring or assert any claim on or with respect to, seek or obtain any contribution or cost recovery as to, or seek or obtain any remedy or recourse to which it or they would be otherwise entitled as to, any or all Potential Claims; and

2.3 Waives any rights which Contractor may have under Section 1542 of the Civil Code of the State of California (or such similar statutes) that are in any way relating to or arising out of any Potential Claims. CONTRACTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

CONTRACTOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW DOCTRINES OF SIMILAR EFFECT.

3. Release by Company. Except as set forth in Section 4 of this Agreement, effective as of the Effective Date, Company, for and on behalf of itself and its shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors, executors, agents, and attorneys:

3.1 Agrees that it does not have or will have any Potential Claims as against Contractor, its shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors, executors, agents, and attorneys (the "Contractor Released Parties");

3.2 Releases, waives, acquits and discharges forever each of the Contractor Released Parties from, waives any right at law or in equity as to, and agrees not to bring or assert any claim on or with respect to, seek or obtain any contribution or cost recovery as to, or seek or



obtain any remedy or recourse to which it or they would be otherwise entitled as to, any or all Potential Claims; and

3.3 Waives any rights which Company may have under Section 1542 of the Civil Code of the State of California (or such similar statutes) that are in any way relating to or arising out of any Potential Claims. COMPANY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

COMPANY, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW DOCTRINES OF SIMILAR EFFECT.

4. Effect of Releases. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will release the parties to this Agreement or any of their respective shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors or executors from any of their respective obligations, duties or liabilities (to the extent applicable) arising under this Agreement to which a party hereto is a signatory or by which it is bound in respect of such party's agreements, covenants, representations and warranties made in this Agreement. For the avoidance of doubt, the term "Potential Claims" (as defined above) shall not include any claims or rights of any party hereto specifically arising under this Agreement.

5. Attorneys' Fees in Subsequent Litigation. Each of Company and Contractor agrees that if it hereafter commences, joins in, or in any manner asserts against the other party any of the Potential Claim released by it hereunder, then it will pay to the other party, in addition to any other damages caused to the other party thereby, all reasonable attorneys' fees and costs incurred in defending or otherwise responding to such suit or claim. In the event any party shall maintain or commence any action, proceeding or motion against the other party to enforce this Agreement or any provision hereof, the prevailing party therein shall be entitled to recover reasonable attorneys' fees and costs therein incurred.

6. General Release and Waiver. With respect to the claims released herein by the parties hereto pursuant to Sections 1 and 3 above, except as provided in Section 4 of this Agreement: (i) each party intends that the release and waivers given by it herein shall apply to all unknown and unanticipated results as well as those known and anticipated, and, on the advice of legal counsel, each party hereby knowingly, voluntarily, intentionally and expressly waives against the other party, all rights under any relevant law, in equity or otherwise that may bar or inhibit the release of unknown claims; and (ii) each party knowingly, voluntarily, intentionally and expressly waives any and all rights and benefits conferred by any law of any jurisdiction or principle of common or civil law or equity to the effect that a general release does not extend to claims which the potential claimant does not know or suspect to exist in its favor at the time of

executing the release, which if known by it must have materially affected its settlement with any party potentially liable to it.

7. No Assignment of Any Rights or Claims. Each party that is in any way waiving or releasing Potential Claims herein represents and warrants that it is the sole and lawful owner of all right, title and interest in and to every Potential Claim and other matter which it purports to release herein, and that it has not assigned any of the Potential Claims as applicable, released by it under this Agreement and that it has the full right to execute this Agreement. If any party is called upon to defend any Potential Claim based upon or arising in connection with any such prior assignment or transfer of any Potential Claims or other matters released herein, the party who made such assignment will defend and hold harmless the other party.

8. No Admission. Nothing contained in the Agreement shall be construed or interpreted as an admission of liability, or statement against interest, by any party. It is understood and expressly agreed by the parties that this is a waiver and release of Potential Claims and that neither this Agreement, nor the furnishing of any consideration for this Agreement, shall be deemed or construed in any way as an admission of any unlawful or wrongful act or conduct by any party.

9. Succession and Assignment. No party may assign any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of each other party to this Agreement. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, heirs, executors and personal representatives.

10. Notices. All notices and statements shall be in writing and shall, together with any payments, be delivered personally by hand delivery or by Federal Express or other internationally recognized receipted overnight or courier service, postage prepaid, or sent by a confirmed (confirmation report printed) facsimile transmission with follow up copy sent by any of the aforesaid means (failure to send follow up copy by other means shall be deemed failed delivery of notice), to the intended party at the address set forth at the beginning of this Agreement (unless notification of a change of address is given in writing). Notice shall be deemed delivered upon the date of personal delivery or facsimile transmission or the date of delivery as indicated by Federal Express or other internationally recognized receipted overnight or courier service, or the date indicated on the return receipt from the United States Postal Service.

11. Choice of Counsel. The parties each represent that they retained counsel of their own choosing in connection with this Agreement; that each of them have thoroughly discussed all aspects of this Agreement with their respective attorneys; that the parties have carefully read and fully understand all the provisions of the Agreement; and that they freely and voluntarily enter into this Agreement with the advice of counsel.

12. Binding Effect. This Agreement is binding on and inures to the benefit of the parties, and their respective shareholders, corporate parents and subsidiaries, affiliates, members, partners, officers, directors, employees, successors, assigns, predecessors, heirs, survivors, executors, agents, and attorneys.

13. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of California (without reference to the conflicts of law provisions thereof or of any other jurisdiction that would result in the application of the laws of any other jurisdiction). The parties hereto agree that any action or claim arising hereunder shall only be instituted and prosecuted in the state or federal courts of competent jurisdiction located in Los Angeles County, California, and the parties irrevocably submit to the exclusive jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums.

14. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and may be amended or superseded only by a writing executed by the parties.

15. Materiality of All Terms. Each of the parties hereby expressly acknowledges and agrees that each and every term and condition of this Agreement is a material part of the Agreement, and constitutes a material part of the bargained-for consideration which has induced the parties to enter into this Agreement.

16. Severability: This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions, provided, however, that upon any finding by a court of competent jurisdiction that the release contained in Section 2 or Section 3 hereof is illegal, void or unenforceable, each party agrees, promptly upon the other party's request, to execute a general release that is legal and enforceable.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is the express intent of the parties to be bound by the exchange of signatures on this Agreement via electronic transmissions or original signatures.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have duly executed this Separation and Release Agreement as of the Effective Date.

**COMPANY:**

RAZORGATOR INTERACTIVE GROUP,  
INC.

By: \_\_\_\_\_

Name: Nima Moayed  
Title: Chief Executive Officer

**CONTRACTOR:**

SONI CONSULTING GROUP, INC.

By: \_\_\_\_\_

Name:  
Title:

[Signature Page to Separation and Release Agreement]

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