

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FunFactory USA, Inc. | | 05/17/2011 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Fun Factory GmbH | | |
| Street Address: | Am Hohentorshafen 17-19 | | |
| City: | Bremen | | |
| State/Country: | GERMANY | | |
| Postal Code: | 28197 | | |
| Entity Type: | CORPORATION: GERMANY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3116959 | LOVE YOURSELF! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)882-8220 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (415) 882-8200 | | |
| Email: | SFDocket@klgates.com | | |
| Correspondent Name: | Kathryn M. Wheble, K&L Gates LLP | | |
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| ATTORNEY DOCKET NUMBER: | 1401545.00007 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Kathryn M. Wheble, K&L Gates LLP | | |
| Address Line 1: | Four Embarcadero Center, Suite 1200 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |

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|--|-------------------|
| NAME OF SUBMITTER: | Kathryn M. Wheble |
| Signature: | /kmw/ |
| Date: | 06/28/2011 |
| Total Attachments: 3 source=Signed Transfer Contract MEX ua 051711#page1.tif source=Signed Transfer Contract MEX ua 051711#page2.tif source=Signed Transfer Contract MEX ua 051711#page3.tif | |

Transfer contract

Between

FunFactory USA, Inc., 3611 W Pacific Ave, Burbank, CA 91505 USA, represented by the CEO Torsten Bieker,
- hereinafter referred to as the "Seller" –

and

Fun Factory GmbH, Am Hohentorshafen 17-19, 28197 Bremen, Germany, represented by the Managing Director Dirk Bauer,
- hereinafter referred to as the "Purchaser" –

1. Registered trademarks

The Seller is the owner of the following trademarks registered in the USA (hereinafter referred to as the "Contract Trademarks"):

FUNFACTORY - Argentine Reg. No. 2158674
FUNFACTORY - Argentine Reg. No. 2158675
FUNFACTORY - Canada Reg. No. TMA726621
FUNFACTORY - Mexico Reg. No. 902,137
FUNFACTORY - Mexico Reg. No. 902,138
FUNFACTORY - Mexico Reg. No. 902,139
LOVE YOURSELF! - US Reg. No. 3116959

2. Transfer and transfer of ownership of the trademarks

1. The Seller hereby assigns the rights to the Contract Trademarks to the Purchaser and the Purchaser hereby accepts the transfer of the Contract Trademarks.
2. The Seller shall carry out the transfer of ownership of the Contract Trademarks at the respective Trademark Office without delay. The Seller shall make payment in advance with respect to the transfer of ownership fees due.
3. The Seller shall hand over all documents in its possession that relate to the Contract Trademarks to the Purchaser without delay after signature of the contract. These documents include in particular all correspondence with the respective Trademark Office including trademark registration, correspondence with other mark owners and any third parties with respect to the legal status of the Contract Trademarks as well as the registration certificates.

3. Information about use

At the demand of the Purchaser the Seller is obliged to verify the type and extent of use of the trademarks in a suitable form and to make corresponding evidence available to the Purchaser.

4. Guarantees and warranties

1. The Seller guarantees that it is the owner of the Contract Trademarks.
2. The Seller guarantees that the register status of the Contract Trademarks in Section 1 of this contract has been correctly reproduced.
3. The Seller is not aware of any objections or applications for cancellation against the Contract Trademarks.
4. The Seller is not aware of any sub judice claims of third parties or any claims enforced through extra judicial warning against the use of the Contract Trademarks. The Seller is also not aware of any claims of third parties to delete the Contract Trademarks.
5. The Seller has not granted any licensing or security rights (e.g. liens or collateral assignment) to the Contract Trademarks.

5. Costs

1. The costs and fees for the transfer of ownership of the Contract Trademarks shall be borne by the Purchaser. The Seller shall issue a separate invoice for the fees due for the transfer of ownership of the Contract Trademarks.
2. The costs incurred in connection with the conclusion of this agreement shall be borne by each party themselves.

6. Applicable law

1. This contract is subject to German law.
2. The parties are obliged to make the declarations that are to be carried out in accordance with the respective national regulations for the transfer of the Contract Trademarks and to comply with the national regulations.

7. Agreement on court of jurisdiction, severability clause

1. The court of jurisdiction for all disputes arising from or in connection with this agreement is Bremen, Germany.

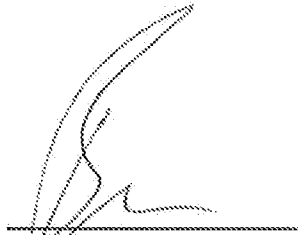
2. The parties are aware of the risk that individual or several provisions of this contract could prove to be ineffective or void contrary to the current ideas of the parties. In this case the parties also want to exclude any doubt about the effectiveness of this contract. Should one or several provisions of this contract including this regulation be or become ineffective or void in full or in part or should the contract contain a regulation omission, in deviation from § 139 BGB (German Civil Code) the contract should not only remain effective in case of doubt but in any case. In place of the ineffective or missing provisions the contracting parties are obliged to replace such provisions with those that come as close as possible to the desired financial result.

Los Angeles,



5/17/11

FunFactory USA, Inc.
Torsten Bleker
CEO



Fun Factory GmbH
Dirk Bauer
Geschäftsführer