

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IGN Entertainment, Inc.		06/28/2011	CORPORATION: DELAWARE
Gamespy Industries, Inc.		06/28/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Gamefly, Inc.
Street Address:	5340 Alla Road
Internal Address:	#110
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90066
Entity Type:	CORPORATION: DELAWARE

Name:	Gamefly Digital, Inc.
Street Address:	5340 Alla Road
Internal Address:	#110
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90066
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3684451	D2D
Registration Number:	3706945	D2D
Registration Number:	3684450	D2D
Registration Number:	3726666	D2D
Registration Number:	3319564	DIRECT2DRIVE
Registration Number:	3555232	DIRECT2DRIVE

CH \$215.00 3684451

Registration Number:	3568589	DIRECT2DRIVE
Registration Number:	3558962	DIRECT2DRIVE

CORRESPONDENCE DATA

Fax Number: (714)513-5130
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714.513.5100
Email: uspto-tm-oc@sheppardmullin.com
Correspondent Name: Sheppard Mullin Richter & Hampton LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Fourth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	03LR-106038
NAME OF SUBMITTER:	Terry Contreras
Signature:	/tc/
Date:	07/20/2011

Total Attachments: 10
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**ASSIGNMENT AND ASSUMPTION FOR
PURCHASED INTELLECTUAL PROPERTY**

This **ASSIGNMENT AND ASSUMPTION FOR PURCHASED INTELLECTUAL PROPERTY** is made as of May 24, 2011, by and between IGN Entertainment, Inc., a Delaware corporation (“IGN”), GameSpy Industries, Inc., a California corporation (together with IGN, “Assignor”), GameFly, Inc., a Delaware corporation (“GameFly”) and GameFly Digital, Inc., a Delaware corporation (together with GameFly, “Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, IGN and Assignee are parties to that certain Asset Purchase Agreement dated as of May 24, 2011 (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee and Assignee has agreed to purchase, acquire, and accept from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor’s right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof and of the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of its right, title, and interest in and to the Purchased Intellectual Property, including, without limitation, any and all goodwill associated with the trademarks included in the Purchased Intellectual Property, free and clear of all Liens, other than Permitted Liens. Notwithstanding anything to the contrary herein or in the Purchase Agreement, specifically excluded from this Assignment and Assumption for Purchased Intellectual Property is the Excluded Intellectual Property.

2. Assumption. Assignee hereby purchases, acquires, and accepts the Purchased Intellectual Property.

3. Terms of the Purchase Agreement. This Assignment and Assumption for Purchased Intellectual Property is given to evidence further the transfers and assignments contemplated by the Purchase Agreement and, notwithstanding any other provisions of this Assignment and Assumption for Purchased Intellectual Property to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. This Assignment and Assumption for Purchased Intellectual Property is subject to and controlled by the terms of the Purchase Agreement. To the extent that any provision of this Assignment and

Assumption for Purchased Intellectual Property conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment and Assumption for Purchased Intellectual Property shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment and Assumption for Purchased Intellectual Property shall be governed in all respects by the internal laws of the State of California as applied to agreements entered into among California residents to be performed entirely within California, without regard to principles of conflicts of law.

6. Counterparts. This Assignment and Assumption for Purchased Intellectual Property may be executed in one or more counterparts for the convenience of the parties hereto, each of which counterparts shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder

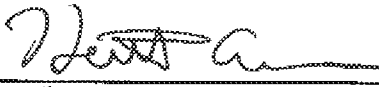
7. Electronic Signatures. Notwithstanding the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001 et. seq.), the Uniform Electronic Transactions Act, or any other Law relating to or enabling the creation, execution, delivery, or recordation of any Contract or signature by electronic means, and notwithstanding any course of conduct engaged in by the parties hereto, no party shall be deemed to have executed this Assignment and Assumption for Purchased Intellectual Property unless and until such party shall have executed this Assignment and Assumption for Purchased Intellectual Property on paper by a handwritten original signature or any other symbol executed or adopted by a party with current intention to authenticate this Assignment and Assumption for Purchased Intellectual Property. Delivery of a copy of this Assignment and Assumption for Purchased Intellectual Property bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

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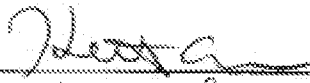
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption for Purchased Intellectual Property to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR

IGN ENTERTAINMENT, INC.

By: 
Name: Keith Abrams
Title: VP + General Counsel

GAMESPY INDUSTRIES, INC.

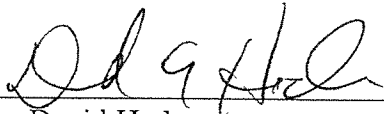
By: 
Name: Keith Abrams
Title: VP + Asst. Sec.

Signature Page to Assignment and Assumption for Purchased Intellectual Property

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption for Purchased Intellectual Property to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNEE

GAMEFLY, INC.

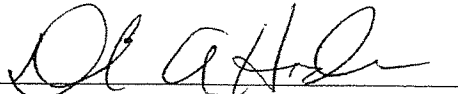
By: 
Name: David Hodess
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption for Purchased Intellectual Property to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNEE

GAMEFLY DIGITAL, INC.

By: _____



Name: David Hodess

Title: Chief Executive Officer

Section 1.1(d)

Business-Owned Intellectual Property

1. Trademarks:

Mark Name	Country	Status	Int'l Class(es)	Reg. No.	Reg. Date	Appl. No.	Appl. Date
D2D DIRECT2DRIVE and Design	Norway	Pending	09, 35, 38, 41, 42			201006409	06/18/2010
D2D DIRECT2DRIVE and Design	Norway	Requested	38				
D2D DIRECT2DRIVE Stylized Wordmark	Brazil	Pending	09			901023426	07/03/2008
D2D DIRECT2DRIVE Stylized Wordmark	Brazil	Pending	41			901023493	07/03/2008
D2D Stylized Wordmark (Color)	Norway	Current	09, 35, 38, 41, 42	200902009	07/17/2009	200902009	02/27/2009
D2D Wordmark	Australia	Current	09, 28, 35, 38, 42	1044496	03/03/2005	1044496	03/03/2005
D2D Wordmark	Australia	Current	41	1134092	03/03/2005	1134092	03/03/2005
D2D Wordmark	Brazil	Current	09	827194692	06/10/2008	827194692	03/03/2005
D2D Wordmark	Brazil	Current	41	827194706	06/10/2008	827194706	03/03/2005
D2D Wordmark	Canada	Current	09, 35, 38, 41	737327	04/01/2009	1249379	03/03/2005
D2D Wordmark	China	Current	09	4521703	12/14/2007	4521703	03/03/2005
D2D Wordmark	China	Current	28	4521702	11/07/2008	4521702	03/03/2005
D2D Wordmark	China	Current	35	4521701	09/21/2008	4521701	03/03/2005
D2D Wordmark	China	Current	38	4521700	09/21/2008	4521700	03/03/2005
D2D Wordmark	China	Current	41	4521699	09/21/2008	4521699	03/03/2005
D2D Wordmark	China	Current	42	4521698	09/21/2008	4521698	03/03/2005
D2D Wordmark	European Union	Current	09, 28, 35, 38, 41, 42	4286274	02/14/2005	4286274	02/14/2005
D2D Wordmark	India	Current	09, 41	1342309	03/03/2005	1342309	03/03/2005
D2D Wordmark	Korea, Republic of (South)	Current	09	450024246	08/13/2008	4520050001161	03/03/2005
D2D Wordmark	Korea, Republic of (South)	Pending	35			4120070019951	07/24/2007

D2D Wordmark	Singapore	Current	09	T0502697E	03/03/2005	T0502697E	03/03/2005
D2D Wordmark	Singapore	Current	41	T0502698C	03/03/2005	T0502698C	03/03/2005
D2D Wordmark	Switzerland	Current	09, 28, 35, 38, 41, 42	536827	03/03/2005	5852005	03/03/2005
D2D Wordmark	Taiwan - Republic of China	Current	09, 41	1265516	03/03/2005	94009311	03/03/2005
D2D Wordmark	United States	Current	09	3684451	09/15/2009	78/478911	09/03/2004
D2D Wordmark	United States	Current	35	3706945	11/03/2009	78/478906	09/03/2004
D2D Wordmark	United States	Current	38	3684450	09/15/2009	78/478902	09/03/2004
D2D Wordmark	United States	Current	41	3726666	12/15/2009	78/478916	09/03/2004
DIRECT2DRIVE Wordmark	Australia	Current	09, 28, 35, 38, 41, 42	1044497	03/03/2005	1044497	03/03/2005
DIRECT2DRIVE Wordmark	Canada	Current	09, 35, 38, 41	737328	04/01/2009	1249378	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	09	4521689	12/14/2007	4521689	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	28	4521688	11/07/2008	4521688	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	35	4521687	09/21/2008	4521687	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	38	4521706	09/21/2008	4521706	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	41	4521705	09/21/2008	4521705	03/03/2005
DIRECT2DRIVE Wordmark	China	Current	42	4521704	09/21/2008	4521704	03/03/2005
DIRECT2DRIVE Wordmark	European Union	Current	09, 28, 35, 38, 41, 42	4286308	06/07/2006	4286308	02/14/2005
DIRECT2DRIVE Wordmark	India	Current	09, 41	1342308	03/03/2005	1342308	03/03/2005
DIRECT2DRIVE Wordmark	Korea, Republic of (South)	Opposed	09, 35, 38, 41, 42	450017223	08/24/2006	5001162	03/03/2005
DIRECT2DRIVE Wordmark	Singapore	Current	09	T0502699A	03/03/2005	T0502699A	03/03/2005
DIRECT2DRIVE Wordmark	Singapore	Current	41	T0502700I	03/03/2005	T0502700I	03/03/2005
DIRECT2DRIVE Wordmark	Switzerland	Current	09, 28, 35, 38, 41, 42	536828	08/22/2005	5862005	03/03/2005
DIRECT2DRIVE Wordmark	Taiwan - Republic of China	Current	09, 41	1215519	06/16/2006	94009312	03/03/2005
DIRECT2DRIVE Wordmark	United States	Current	09	3319564	10/23/2007	78/478905	09/03/2004

DIRECT2DRIVE Wordmark	United States	Current	35	3555232	12/30/2008	78/478884	09/03/2004
DIRECT2DRIVE Wordmark	United States	Current	38	3568589	01/27/2009	78/478901	09/03/2004
DIRECT2DRIVE Wordmark	United States	Current	41	3558962	01/06/2009	78/478895	09/03/2004

2. Domain names:

- D2D.BG
- D2D.CM
- D2D.CO.IN
- D2D.MOBI
- D2D360.COM
- D2DCOMICS.COM
- D2DDS.COM
- D2DGAMES.COM
- D2DGIZMONDO.COM
- D2DMAC.COM
- D2DMOBILE.COM
- D2DMOVIES.COM
- D2DPC.COM
- D2DPSP.COM
- D2DTV.COM
- D2DXBOX.COM
- D2DXBOX360.COM
- DIRECT2360.COM
- DIRECT2COMICS.COM
- DIRECT2DRIVE.BG
- DIRECT2DRIVE.CO.IN
- DIRECT2DRIVE.CO.UK
- DIRECT2DRIVE.COM
- DIRECT2DRIVE.COM.CN
- DIRECT2DRIVE.DE
- DIRECT2DRIVE.EU
- DIRECT2DRIVE.MOBI
- DIRECT2DRIVE.NET
- DIRECT2DRIVEGAMES.COM
- DIRECT2DRIVEMOVIES.COM
- DIRECT2DRIVEMUSIC.COM
- DIRECT2DS.COM
- DIRECT2GIZMONDO.COM
- DIRECT2HAND.COM
- DIRECT2MOVIES.COM
- DIRECT2PDA.COM
- DIRECT2PHONE.COM
- DIRECT2PHONE.NET

- DIRECT2PS3.COM
 - DIRECT2PSP.COM
 - DIRECT2XBOX360.COM
 - DIRECT2XENON.COM
 - DIRECTTODRIVE.COM
3. All content owned by Seller or a Seller Subsidiary primarily in relation to the Business for the following accounts:
 - Facebook
 - Twitter
 - Wordpress blog at <http://blog.direct2drive.com/>
 - Singlefeed (shopping networks feed distribution)
 - Shopping Networks (Google, Bing, Shopping.com, PriceGrabber)
 - Google Analytics
 - Google Adwords (SEM)
 - Google Webmaster
 - Microsoft AdCenter (SEM)
 - GitHub (Magento source control repository)
 - Pivotaltracker (to the extent permitted by the underlying contract with Pivotaltracker, which remains an Excluded Contract)
 - Optimizely (to the extent permitted by the underlying contract with Optimizely, which remains an Excluded Contract)
 - Sabrix (to the extent permitted by the underlying contract with Sabrix, which remains an Excluded Contract)
 - Pythian (to the extent permitted by the underlying contract with Pythian, which remains an Excluded Contract)
 - Silverpop (to the extent permitted by the underlying contract with Silverpop, which remains an Excluded Contract)
 - Amazon (to the extent permitted by the underlying contract with Amazon, which remains an Excluded Contract)
 - New Relic (to the extent permitted by the underlying contract with New Relic, which remains an Excluded Contract)
 4. Marketing and branding assets primarily related to the Business owned by Seller or a Seller Subsidiary.
 5. Source code for software primarily related to the Business owned by Seller or a Seller Subsidiary and all documentation relating thereto, except for source code for the Licensed Technology (as such term is defined in the Transition Services Agreement).
 6. Webpages, data and databases primarily related to the Business owned by Seller or a Seller Subsidiary (subject to receipt of any necessary consents from any third party who is listed in paragraph 3 above, or who is a party to any Excluded Contract; subject to the terms and conditions of the Non-Competition Agreement).
 7. Customer Data (subject to the terms and conditions of the Non-Competition Agreement).
 8. Transactional Data
 9. Developed Software (as defined in Schedule #1 to the Transition Services Agreement), including all source code and documentation related thereto)

10. All keys, tokens or pre-purchased assets held by the Business relating to any Publisher Agreement.