

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
Sierra Entertainment, Inc.		10/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Push Button Labs LLC		
Street Address:	415 Lincoln Street		
City:	Eugene		
State/Country:	OREGON		
Postal Code:	97401		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1854245	INCREDIBLE MACHINE	
CORRESPONDENCE DATA			
Fax Number:	(800)689-7978		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	866-400-2507		
Email:	jason@llapc.com		
Correspondent Name:	Jason R. Lee		
Address Line 1:	2531 Jackson Road		
Address Line 2:	Suite 234		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
NAME OF SUBMITTER:	Jason R. Lee		
Signature:	/Jason R. Lee/		
Date:	09/02/2011		
Total Attachments: 13			

900201295

TRADEMARK
REEL: 004617 FRAME: 0001

OP \$40.00 1854245

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sierra Entertainment, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 05/07/2009, 10/22/2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Push Button Labs LLC

Internal _____

Address: _____

Street Address: 415 Lincoln Street

City: Eugene

State: Oregon

Country: USA

Zip: 97401

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other Limited Liability Co Citizenship Oregon

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1854245

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Incredible Machine

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jason R. Lee

Internal Address: Suite 234

Street Address: 2531 Jackson Road

City: Ann Arbor

State: MI

Zip: 48103

Phone Number: 866-400-2507

Fax Number: 800-689-7978

Email Address: jason@llapc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

☐ Authorized to be charged to deposit account

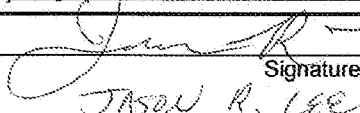
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

9/2/11

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TIM IP RIGHTS
FROM GG

IP Rights Purchase and License Agreement

This Agreement is between Garagegames.com, Inc., an Oregon corporation ("GG") and Push Button Labs LLC, an Oregon limited liability company ("PBL").

Recitals:

A. GG is a provider of content, including interactive entertainment software and development tools that are usable by end-users online, through retail purchase, downloading or streaming. Additionally, GG is a publisher of software games that are primarily designed to play on the personal computer, including but not limited to Windows and Mac OS X operation systems ("PC-Based").

B. GG is presently advancing an online publishing platform called InstantAction that allows users to play console-like games with high end graphics and competitive gameplay (including 3-D multi-player games) directly within a web browser ("IA").

C. GG is the holder of certain intellectual property rights to (i) the game franchise known as the "Incredible Machine"; (ii) the partially completed animated avatar creator software known as "Virtual Dude;" and (iii) the gamer community website known as "the Great Games Experiment."

D. PBL is a developer of flash games and game technologies, and it has developed a flash game titled "Grunts."

E. PBL desires to acquire all of GG's intellectual property rights to the Incredible Machine, Virtual Dude and the Great Games Experiment, and GG desires for PBL to port the "Grunts" game to the IA platform.

Agreement:

1. **Assignment of Intellectual Property Rights.** In consideration of the PBL's agreements under Section 3 of this Agreement, GG hereby assign, transfers and conveys to PBL all of GG's rights, if any, in and to the Intellectual Property (as define below) associated with the Incredible Machine Franchise (as defined below) and the Great Games Experiment website, domain name and code. In addition, if PBL timely delivers "IA Grunt" in a form acceptable to GG as provided for under Section 3 a. of this Agreement, GG shall assign, transfer and convey to PBL all of GG's rights, if any, in and to the Intellectual Property associated with the partially completed code for Virtual Dude. GG hereby agrees to take all commercially reasonable actions requested by PBL to effectively transfer the Virtual Dude assets, the Great Games Experiment assets and the Incredible Machine Franchise (collectively, the "Assigned Assets"), including the execution of separate assignments for filing with the U.S. Patent and Trademark Office for any registered trademarks associated with the Assigned Assets.

2. **Definitions.** For purposes of this Agreement, the terms listed below have the following meanings:

a. "Intellectual Property" means all inventions, know-how, patents, patent rights and registrations and applications, copyrights, copyrightable works of authorship and works of art (including without limitation titles, computer code, themes, characters, character names, stories, dialog, catch phrases, game play elements, artwork, animation, sounds, musical compositions, and audio-visual effects), copyright registrations and applications, trademarks, service marks, trade names, trademark registrations and applications and domain names.

b. "Incredible Machine Franchise" means all of GG's rights in the Intellectual Property associated with "The Incredible Machine" universe, and all games based upon "The Incredible Machine" universe, including with limitation, "The Incredible Machine", "the Even More Incredible Machine", "Sid & Al's Incredible Toons", "The Incredible Machine 2", "The Incredible Toon Machine", "the Incredible Machine 3", "return of the Incredible Machine: even More Contraption", and "The Incredible Machine: Even More Contraptions".

3. **Consideration for Assignment.**

a. In consideration of GG's assignments to PBL under Section 1, within six months of GG's delivery to PBL of the IA "play.com" platform technology, PBL shall deliver to GG a ported version of the game "Grunts" for the IA "play.com" platform ("IA Grunts"). Thereafter, PBL shall continuously distribute "IA Grunts" exclusively through the PlayGrunts.com website until GG provides its consent to remove the game from the website or discontinue the website. GG hereby acknowledges that PBL is free to develop and distribute "Grunts" as a flash game on other platforms and through other channels; provided, however that the "Grunts" game distributed by PBL on such other platforms or channels may not include any IA technology, systems or code including without limitation the IA "play.com" platform technology, systems or code. By this Agreement, GG is granting PBL a limited, non-exclusive license to use the IA "play.com" platform technology, systems and code for the sole purpose of porting and maintaining "IA Grunts" for exclusive distribution through the PlayGrunts.com website.

b. PBL shall be the owner of the PlayGrunts.com site and shall be solely responsible for all bug fixes and defect corrections to the "Grunts" game while the game remains on the PlayGrunts.com site. PBL is solely responsible for providing customer support for the "IA Grunts" game at least equivalent to the customer support that PBL provides to the end users who license game products directly from PBL. All unspecified updates and modifications that PBL develops for other platforms shall also be developed for the IA "play.com" platform for distribution through the PlayGrunts.com site. PBL's obligation under this Section

3 b. does not include subsequent versions, sequels or derivatives of the Grunts game.

c. All revenue generated by the PlayGrunts.com site, including without limitation, advertising revenue, shall be collected by GG through the use of IA collection systems technology. GG shall pay PBL a royalty equal to fifty percent (50%) of the Net Proceeds collected by GG from the PlayGrunts.com site. For purposes of this Section 3 c., "Net Proceeds" means all proceeds actually collected by GG from the PlayGrunts.com site, including without limitation advertising revenue, less any returns, credit card charges, fraud, fees, surcharges, and invalid payments. Royalties will be calculated according to Net Proceeds received by GG in any calendar month and will be paid in U.S. Dollars to PBL no later than forty-five (45) days after the end of such period where the royalties payable are at least \$100 (the "Royalty Payment"). If in any calendar month PBL royalties do not meet the \$100 minimum, the Royalty Payment will be withheld until the \$100 threshold is met, and will be paid in connection with the next monthly Royalty Payment. GG will provide PBL a report with each Royalty Payment showing the calculation of Net Proceeds, royalties, and withholdings.

d. GG shall be entitled to withhold fifteen percent (15%) of each Royalty Payment in order to cover future returns and invalid payments. Such withholdings will be retained by GG for a period of ninety (90) days following the Royalty Payment and shall be distributed, less any returns and invalid payments, to PBL in connection with the next monthly Royalty Payment following such withholding period.

e. PBL shall have the right to audit, on reasonable written notice, at PBL's own expense and during normal business hours, GG's books and records relating to the PlayGrunts.com site in order to verify Net Proceeds and royalties due to PBL; provided, however, that PBL may not request an audit more than once in any 12 month rolling period. PBL's right to dispute any Royalty Payment statement shall expire after 12 months from the delivery of the statement.

4. EXCLUSION OF LIABILITY

PBL ACKNOWLEDGES AND AGREES THAT: (A) GG MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE ASSIGNED ASSETS AND (B) ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY GG INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO TITLE, NON-INFRINGEMENT, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY DUTIES OF LACK OF NEGLIGENCE OR WORKMANLIKE EFFORT. ALL SOFTWARE, TECHNOLOGY, AND CONTENT CONTAINED THEREIN ASSIGNED, SOLD OR OTHERWISE PROVIDED BY GG TO PBL UNDER THIS AGREEMENT, IS PROVIDED "AS IS."

AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH PBL. █

█ IN NO EVENT WILL GG BE LIABLE TO PBL UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY UNDER WHICH A CLAIM IS BROUGHT (E.G., WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER THEORY), FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY OF ANY KIND FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUES. IN NO EVENT WILL GG BE LIABLE TO PBL UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN EXCESS OF THE ROYALTIES ACTUALLY PAID BY PBL TO GG UNDER SECTION 3 OF THIS AGREEMENT.

5. GENERAL.

a. Nothing in this Agreement shall be construed as creating a partnership or a joint venture between the parties.

b. This Agreement shall be construed and controlled by the laws of the State of Oregon, without regard to the conflicts of law provisions thereof, and PBL consents to exclusive jurisdiction and venue in the Circuit Court of Lane County, Oregon. If either GG or PBL employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

c. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

d. No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement or under law, or to insist upon or enforce performance by the other party of any of the provisions of this Agreement or under law, shall operate as a waiver, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise, or the exercise of any other right, power or remedy; rather the provision, right, or remedy shall be and remain in full force and effect.

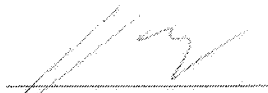
e. Each party agrees that the contents, terms, and conditions of this Agreement shall be treated as confidential for all purposes and shall not be disclosed by a party, including, without limitation, by such party's officers, directors, employees, or agents, to any third party, except (i) as required by law (and only following written notice to the other party), or (ii) upon the prior written consent of the other party.

f. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

g. Each of the parties acknowledges that in the event of breach or threatened breach of this Agreement no remedy at law will afford it adequate protection against, or appropriate compensation for, such breach. Accordingly, GG and PBL hereby agree that the non-breaching party shall be entitled to specific performance and injunctive relief as well as such further legal and/or equitable relief as may be granted by a court of competent jurisdiction.

h. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contemplated herein, and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement that names this Agreement and any provision to be modified, is dated subsequent to the date of this Agreement, and is signed by duly authorized representatives of both parties.

Garagegames.com, Inc.




Dated: 4-7-09

Andy Yang, COO
[print name and title]

Address for Notice:
245 West 5th Avenue
Eugene, OR 97401

Email address: andy.yang@garmin.com

Push Button Labs LLC



Dated: 4/4/2009

Jeffrey A. Tunnell, Managing Partner
[print name and title]

Address for Notice:
392 East 3rd Avenue
Eugene, OR 97401

Email address: jeff.tunnell@gmail.com

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment") dated October 20, 2010 is made by SIERRA ENTERTAINMENT, INC., a Delaware corporation having a principal place of business at 3100 Ocean Park Boulevard, Santa Monica, California 90405 ("Assignor") and INSTANTACTION, INC., a Delaware corporation having a principal place of business at 9900 Covington Cross Road, Las Vegas, Nevada 89144, formerly known as GARAGEGAMES.COM, INC., an Oregon corporation having a principal place of business at 245 West 5th Avenue, Eugene, Oregon 97491 ("Assignee").

WHEREAS, pursuant to a Purchase and Sale Agreement and related Trademark Assignment both dated January 20, 2009 (collectively the "Purchase Agreement"), Assignee acquired from Assignor certain rights in and to the trademarks, THE INCREDIBLE MACHINE, RED BARON, STARSIEGE, and TRIBES (the "Marks"), including all U.S. trademark registrations and applications, foreign trademark registrations and applications, and any common law rights in the Marks, including those referenced in Schedule 1, attached hereto, together with all goodwill of Assignor's business symbolized thereby or associated therewith;

WHEREAS, the Purchase Agreement incorrectly identified Assignee as "GarageGames, Inc." instead of "GarageGames.com, Inc."; and

WHEREAS, the parties wish to clarify and confirm that GarageGames.com, Inc. (now known as InstantAction, Inc.) was and is the proper assignee of the Marks, and to acknowledge the acquisition by Assignee of all of Assignor's rights in and to the Marks (including all goodwill associated therewith, and all right to sue or otherwise recover for infringement, misappropriation or violation of the rights of the same which occur after the Effective Date of the Purchase Agreement) throughout the world for the purpose of recording assignments of the intellectual property rights acquired from Assignor with various governmental entities,

NOW, THEREFORE, pursuant to the further assurances provision of the Purchase Agreement, Assignor HEREBY CONFIRMS that it has ASSIGNED unto the Assignee all rights, title, and interest in and to the Marks, together with the goodwill of the business in the goods in respect to which the Marks are registered to hold, unto the Assignee absolutely.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, each of whom further certifies with their signatures below that they are duly authorized to execute this document on behalf of their respective corporations.

ASSIGNOR: Sierra Entertainment, Inc.

By: 

Name: Greg Deutsch

Title: Assistant Secretary

Date: Oct. 22, 2010

ASSIGNEE: InstantAction, Inc., formerly known as GarageGames.com, Inc.

By: 

Name: Michael A. Chen

Title: General Counsel

Date: Oct. 21, 2010

SCHEDULE 1

Mark	Status	App. No.	Reg. No.	Juris.	Class	App. Date	Reg. Date
INCREDIBLE MACHINE	Registered	74280683	1854245	US	28	29-May-1992	13-Sep-1994
PROF. TIM'S INCREDIBLE MACHINE	Registered	2128584	2128584	GB	9	4-Apr-1997	10-Oct-1997
PROF. TIM'S VERRUCKTE WERKSTATT	Registered		39649970	DE			20-Dec-1996
RED BARON	Registered	1079076	1079076	AU	9	4-Oct-2004	28-Jun-2006
RED BARON	Registered	679522	TMA416910	CA		9-Apr-1991	17-Sep-1993
RED BARON	Registered	4992701	4992701	CN	9	10-Nov-2005	21-Oct-2008
RED BARON	Registered	4716742	4716742	EM	9,16,2 8,41	11-Nov-2005	15-Dec-2006
RED BARON	Registered		1673537	FR	9,16,2 8	26-Jun-1991	26-Jun-1991
RED BARON	Registered		2020703	DE	28	19-Apr-1991	17-Sep-1992
RED BARON	Published	40-2005-46777		KR	9	7-Oct-2005	
RED BARON	Registered	736560	736560	NZ	9	3-Oct-2005	6-Apr-2006
RED BARON	Registered	74000456	1679024	US	28	16-Nov-1989	10-Mar-1992
RED BARON (series)	Registered	1458607	1458607	GB	28	16-Mar-1991	16-Oct-1992
RED BARON (series)	Registered	1458606	1458606	GB	9	16-Mar-1991	16-Nov-1992
STARSIEGE	Registered	771076	771076	AU	9	21-Aug-1998	21-Aug-1998
STARSIEGE	Registered	821065360	821065360	BR		14-Sep-1998	12-Nov-2002
STARSIEGE	Registered	889157	TMA535118	CA		2-Sep-1998	19-Oct-2000
STARSIEGE	Registered	909952	909952	EM	9,16,2 8	19-Aug-1998	17-Nov-1999
STARSIEGE	Registered	1073122	4365923	JP	0	28-Aug-1998	3-Mar-2000
STARSIEGE	Registered	297093	297093	NZ	9	24-Aug-1998	3-Mar-1998
STARSIEGE	Registered	851398	T89/08513F	SG	9	25-Aug-1998	25-Aug-1998
STARSIEGE	Registered	76551998	P-459.180	CH	9	17-Sep-1998	17-Sep-1998
STARSIEGE	Registered	8743182	873421	TW	9	2-Sep-1998	1-Nov-1999
STARSIEGE	Registered	75443565	2317162	US	9	3-Mar-1998	8-Feb-2000
STARSIEGE TRIBES	Registered	879645	TMA555593	CA		23-Nov-1998	18-Dec-2001
STARSIEGE TRIBES	Registered	74590457	2360712	US	9	26-May-1998	20-Jun-2000
TRIBES	Registered	771077	771077	AU	9	21-Aug-1998	6-Apr-1999
TRIBES	Registered	821065416	821065416	BR	45	14-Sep-1998	12-Nov-2002
TRIBES	Registered	909960	909960	EM	9,16,2 8	19-Aug-1998	19-Aug-1998

TRIBES	Registered	1073123	4365924	JP	9	28-Aug-1998	3-Mar-2000
TRIBES	Registered	402003-13387	40-590340	KR	9	25-Mar-2003	17-Aug-2004
TRIBES	Registered	851298	T98/08512H	SG	9	25-Aug-1998	25-Aug-1998
TRIBES	Registered	8743181	871525	TW	9	2-Sep-1998	16-Oct-1999
TRIBES	Registered	75539041	2732386	US	9	19-Aug-1998	1-Jul-2003

CONFIRMATION OF ASSIGNMENT

This memorializes an assignment between GarageGames.com, Inc., an Oregon corporation, having a place of business at 245 West 5th Avenue, Eugene, OR 97401 (hereinafter "Assignor"), in favor of Push Button Labs, an Oregon limited liability company, having a place of business at 392 East 3rd Avenue, Eugene, OR 97401 (hereinafter "Assignee").

WHEREAS, as of April 4, 2009, Assignor owned all right, title, and interest in and to the trademarks set forth on Schedule A (collectively, the "Subject Trademarks and Service Marks"), as well as all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

WHEREAS, on April 4, 2009, it was understood by the parties that Assignor assigned to Assignee all right, title, and interest in and to the Subject Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

WHEREAS the parties are desirous of memorializing in this written instrument that prior transfer of all legal right, and wish it to be given the same force and effect as if executed earlier.

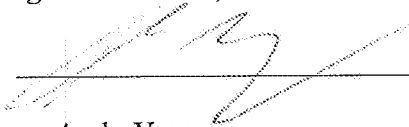
NOW, THEREFORE, for and in consideration of past good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge and confirm, *nunc pro tunc*, that it did sell, assign, convey, and transfer to Assignee, as of April 4, 2009, Assignor's entire right, title, and interest in and to the Subject Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated

with the use of and/or symbolized by the Subject Trademarks and Service Marks, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have held by Assignor had such Assignment not been made, which Assignment and transfer included any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Subject Trademarks and Service Marks, including the right to sue for and recover any accrued damages for infringement occurring prior to assignment of the Subject Trademarks and Service Marks or prior to the execution of this instrument, those rights to be held and enjoyed by Assignee, its successors, and/or its assigns.

The undersigned individual represents and warrants that he has the full authority to act on behalf of and bind the Assignor.

Signed this 7th day of May, 2009.

GarageGames.com, Inc.

By:  _____

Name: Andy Yang

Title: COO

Schedule A

Mark	Status	App. No.	Reg. No.	Juris.	Class	App. Date	Reg. Date
Incredible Machine	Registered	74280683	1854245	US	28	29-May-1992	13-Sep-1994
Prof. Tim's Incredible Machine	Registered	2128584	2128584	GB	9	4-Apr-1997	10-Oct-1997
Prof. Tims Verruckte Werkstatt	Registered		39649970	DE			20-Dec-1996