

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
Berk & Hirt Consulting Co. (dba MobyGames)		09/12/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Gamefly, Inc.		
Street Address:	5340 Alla Road		
Internal Address:	Suite 110		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78749621	MOBYGAMES	
Serial Number:	78751022	MOBYGAMES FEED	
Serial Number:	78749667	MOBYGAMES PRO	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
Phone:	714.513.5100		
Email:	uspto-tm-oc@sheppardmullin.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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-164124		

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NAME OF SUBMITTER:	Terry Contreras
Signature:	/tc/
Date:	09/14/2011
Total Attachments: 2 source=gamefly assignment#page1.tif source=gamefly assignment#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of September 3, 2010 by and between Berk & Hirt Consulting Co. (dba MobyGames), an Illinois corporation ("Assignor") and GameFly, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated September 3, 2010, pursuant to which the Assignor among other things agreed to transfer to Assignee all right, title and interest in and to the trademark registrations, which are set forth on Exhibit "A" hereto, and any copyrights related thereto, and all common law rights created from the use or license of those trademarks by Assignor, its Affiliates, and licensees (collectively, the "Rights");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to the Assignee all right, title and interest in and to the Rights, together with all goodwill of the business in relation to which such Rights are used, including all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof. Assignor further agrees to execute any further documents and take any reasonable actions which may be required to transfer and effect a valid recordation of this Assignment.

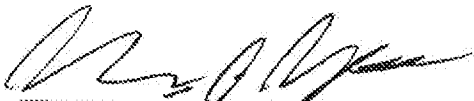
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date and year first above written.

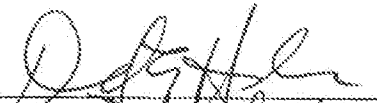
ASSIGNOR:

ASSIGNEE:

BERK & HIRT CONSULTING (dba MobyGames), an Illinois corporation

GAMEFLY, INC., a Delaware corporation

By: 
Name: BRIAN A. HIRT
Date: 9-12-2011

By: 
Name: D. G. HIRT
Date: 9-12-11

15A.01

Exhibit A

Trademark	Class	Serial No.	Reg. No.
MOBYGAMES	41	78/749,621	3,157,953
MOBYGAMES FEED	35	78/751,022	3,158,000
MOBYGAMES PRO	35	78/749,667	3,157,956

BAK.