

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	08/12/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sandlot Games		08/12/2011	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Digital Chocolate Inc.
<b>Street Address:</b>	1855 South Grant Street
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	San Mateo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94402
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	3995295	WESTWARD KINGDOMS
Registration Number:	3619414	CAKE MANIA: BAKER'S CHALLENGE
Registration Number:	3257171	WESTWARD
Registration Number:	3622561	SANDLOT CONNECT
Registration Number:	3259565	GLYPH
Registration Number:	3619100	CAKE MANIA: IN THE MIX
Registration Number:	3263179	CAKE MANIA
Registration Number:	3577808	TRADEWINDS CARAVANS
Registration Number:	3126845	PLAY IN OUR NEIGHBORHOOD
Registration Number:	3584391	WESTWARD II: HEROES OF THE FRONTIER
Registration Number:	3197643	GRANNY IN PARADISE
Registration Number:	3568489	EYE FOR DESIGN

OP \$890.00 3995295

Registration Number:	3140542	INCREDIBALL
Registration Number:	3532254	MONSTER MASH
Registration Number:	3267703	SLYDER
Registration Number:	3563354	SANDLOT GAMES
Registration Number:	3188034	BALLISTIK
Registration Number:	3541470	BLUE PLATE GAMES
Registration Number:	3042788	SANDLOT GAMES
Registration Number:	3877258	COOKIE DOMINATION
Registration Number:	3101783	TRADEWINDS
Registration Number:	3254602	SNAIL MAIL
Registration Number:	2887744	SANDLOT GAMES
Registration Number:	3134088	SUPER GRANNY
Registration Number:	3056513	
Registration Number:	3216287	SUPER SLYDER
Registration Number:	3767107	CAKE MANIA CELEBRITY CHEF
Registration Number:	3847030	KUROS
Registration Number:	3726606	CAKE MANIA: BACK TO THE BAKERY
Registration Number:	3726605	CAKE MANIA: MAIN STREET
Registration Number:	3713268	TRADEWINDS ODYSSEY
Serial Number:	85152661	TURBO
Serial Number:	85330186	SPHERA
Serial Number:	85211953	FASHION FORWARD
Serial Number:	85006702	CAKE MANIA: LIGHTS, CAMERA, ACTION!

**CORRESPONDENCE DATA**

Fax Number: (650)857-0663  
Phone: (650) 843-5000  
Email: berneykeysd@cooley.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Susan Berney-Key  
Address Line 1: 777 6th Street, NW  
Address Line 2: Suite1100  
Address Line 4: Washington DC, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER:	Treena Burton
Signature:	/Treena Burton/

Date:

10/06/2011

**Total Attachments: 9**

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STATE OF WASHINGTON

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ARTICLES OF MERGER  
of  
SANDLOT GAMES CORPORATION,  
a Washington corporation  
and  
DC MERGER SUB INC.,  
a Washington corporation

Pursuant to RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging DC Merger Sub Inc., a Washington corporation (the "*Disappearing Corporation*"), with and into Sandlot Games Corporation, a Washington corporation (the "*Surviving Corporation*").

1. An Agreement and Plan of Merger, dated as of July 29, 2011, by and among the Surviving Corporation, the Disappearing Corporation, Digital Chocolate, Inc., a Delaware corporation and sole shareholder of the Disappearing Corporation and Robert Senoff, as the Shareholder Representative (the "*Merger Agreement*"), providing for the merger of the Disappearing Corporation with and into the Surviving Corporation (the "*Merger*"), the terms and conditions of which, and the manner and basis of converting the shares of the Disappearing Corporation and the Surviving Corporation in connection therewith, are set forth in the Plan of Merger attached hereto as Exhibit A (the "*Plan of Merger*"), has been duly approved and adopted by the Board of Directors of each of the Disappearing Corporation and the Surviving Corporation.

2. The Merger Agreement was duly approved by the sole shareholder of the Disappearing Corporation and by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030 and RCW 23B.11.035.

3. The Surviving Corporation will continue in existence as the surviving corporation under its present name pursuant to the provisions of the Merger Agreement and the Washington Business Corporations Act.

4. The Merger shall be effective upon filing of these Articles of Merger with the Secretary of State of the State of Washington.

Dated: August 12, 2011

SANDLOT GAMES CORPORATION,  
a Washington corporation

By \_\_\_\_\_

  
Daniel Brannstrom  
Chief Executive Officer

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TRADEMARK  
REEL: 004637 FRAME: 0273

**EXHIBIT A**  
**PLAN OF MERGER**

**(See Attached)**

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## PLAN OF MERGER

by and between

DC MERGER SUB INC.

and

SANDLOT GAMES CORPORATION

The Boards of Directors and shareholders of Sandlot Games Corporation, a Washington corporation (the "*Company*"), and DC Merger Sub Inc., a Washington corporation ("*Merger Sub*"), have each duly approved and adopted the Agreement and Plan of Merger, dated as of July 29, 2011 (the "*Agreement*"), by and among the Company, Merger Sub, Digital Chocolate, Inc., a Delaware corporation ("*Acquirer*"), and Robert Senoff, as the Shareholder Representative, the proposed merger (the "*Merger*") of Merger Sub with and into the Company in accordance with the Agreement and the Washington Business Corporation Act (the "*WBCA*"), and related documents and agreements. This Plan of Merger (this "*Plan*") sets forth the terms and conditions of the Merger, as well as the manner and basis of converting the shares of Merger Sub and Company in connection therewith. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement.

The terms and conditions of the Merger, and the manner and basis of converting the shares of Merger Sub and Company in the Merger, are as follows:

### ARTICLE I THE MERGER

#### 1.1 The Merger.

(a) The Merger. At the Effective Time, on the terms and subject to the conditions set forth in the Agreement, the Articles of Merger and the applicable provisions of the WBCA, Merger Sub shall merge with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation and shall become a wholly owned subsidiary of Acquirer. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "*Surviving Corporation.*"

(b) Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Agreement, the Articles of Merger and the applicable provisions of the WBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become debts, liabilities and duties of the Surviving Corporation.

(c) Closing. The consummation of the Merger (the "*Closing*") shall take place at the offices of Fenwick & West LLP, 1191 Second Avenue 10<sup>th</sup> Floor, Seattle, Washington, or at such other location as the parties hereto agree at 10:00 a.m. local time on a

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date to be mutually agreed upon by the Acquirer and the Company, which date shall be no later than the third Business Day after all of the conditions set forth in Article 6 of the Agreement have been satisfied or waived (other than those conditions which, by their terms, are intended to be satisfied at the Closing), or at such other time and place as the Acquirer and the Company shall mutually agree. The date on which the Closing occurs is sometimes referred to in the Agreement as the "*Closing Date*."

(d) Effective Time. Subject to the conditions of the Agreement, the Articles of Merger shall be duly executed by the Company and, concurrently with or as soon as practicable following the Closing, delivered to the Secretary of State of the State of Washington for filing. The Merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of the State of Washington (the "*Effective Time*").

(e) Articles of Incorporation and Bylaws; Directors and Officers. Unless otherwise determined by Acquirer and the Company prior to the Effective Time:

(i) At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended in its entirety to read as set forth in Schedule 1 to this Plan of Merger, until thereafter amended as provided by the WBCA;

(ii) At the Effective Time, the bylaws of Merger Sub shall become the bylaws of the Surviving Corporation, until thereafter amended as provided by the WBCA, the Articles of Incorporation of the Surviving Corporation and such bylaws;

(iii) At the Effective Time, the members of the board of directors of Merger Sub immediately prior to the Effective Time shall be appointed as the members of the board of directors of the Surviving Corporation immediately after the Effective Time until their respective successors are duly elected or appointed and qualified; and

(iv) At the Effective Time, the officers of Merger Sub immediately prior to the Effective Time shall be appointed as the officers of the Surviving Corporation immediately after the Effective Time until their respective successors are duly appointed.

## 1.2 Effect on Company Capital Stock and Company Options.

(a) Treatment of Company Capital Stock, Company Options, and Company Warrants. On the terms and subject to the conditions set forth in the Agreement, and without any action on the part of any Company Securityholder:

(i) At the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) shall, on the terms and subject to the conditions set forth in the Agreement, be automatically converted into the right to receive, subject to and in accordance with Section 1.3(a): (A) a cash payment equal to the Common Per Share Closing Payment and (B) a number of shares of Acquirer Common Stock equal to the Common Exchange Ratio.

(ii) At the Effective Time, each share of Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting

Shares) shall, on the terms and subject to the conditions set forth in the Agreement, be automatically converted into the right to receive, subject to and in accordance with Section 1.3(a): (A) a cash payment equal to the Series A Per Share Closing Payment and (B) a number of shares of Acquirer Common Stock equal to the Series A Preferred Exchange Ratio.

(iii) At the Effective Time, each share of Company Series B Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) shall, on the terms and subject to the conditions set forth in the Agreement, be automatically converted into the right to receive, subject to and in accordance with Section 1.3(a): (A) a cash payment equal to the Series B Per Share Closing Payment and (B) a number of shares of Acquirer Common Stock equal to the Series B Preferred Exchange Ratio.

(iv) At the Effective Time, each Company Option that is outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of any Company Optionholder thereof, be cancelled and terminated in full.

(v) Each share of capital stock of Merger Sub that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of the sole shareholder of Merger Sub, be converted into and become one share of common stock of the Surviving Corporation (and the shares of the Surviving Corporation into which the shares of Merger Sub capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Effective Time). Each certificate evidencing ownership of shares of Merger Sub common stock will evidence ownership of such shares of common stock of the Surviving Corporation.

(b) Adjustments. In the event of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to the Company Capital Stock or Acquirer Common Stock occurring after the date hereof and prior to the Effective Time, all references in the Agreement to specified numbers of shares of any class or series affected thereby, and all calculations provided for that are based upon numbers of shares of any class or series (or trading prices therefor), including the Exchange Ratio, affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by the Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

(c) Statutory Dissenters' Rights.

(i) Notwithstanding anything to the contrary set forth in the Agreement, all shares of Company Capital Stock that are issued and outstanding immediately prior to the Effective Time and held by any Company Shareholder who is entitled to assert and properly asserts dissenters' rights with respect to such shares pursuant to, and who complies in all respects with, the provisions of Chapter 23B.13 of the WBCA (collectively, "*Dissenting Shares*") shall not be converted into, or represent the right to receive, the applicable Merger Consideration. Such Company Shareholders shall be entitled to receive payment of the fair



value of such Dissenting Shares in accordance with the provisions of Chapter 23B.13 of the WBCA. Notwithstanding the foregoing, all Dissenting Shares held by Company Shareholders who shall have failed to perfect or who shall have effectively waived, withdrawn or lost their dissenters' rights with respect to such Dissenting Shares under Chapter 23B.13 of the WBCA or who shall have been determined by a court of competent jurisdiction not to be entitled to the relief provided by Chapter 23B.13 of the WBCA, shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration, without any interest thereon, upon surrender of the certificate or certificates that formerly evidenced such shares of Company Capital Stock in the manner provided herein.

(ii) The Company shall give Acquirer (A) prompt notice of any demands for payment under Chapter 23B.13 of the WBCA received by the Company, withdrawals of such demands, and any other instruments served pursuant to Chapter 23B.13 of the WBCA and received by the Company in respect of Dissenting Shares and (B) the opportunity to participate in all negotiations and proceedings with respect to demands for payment under Chapter 23B.13 of the WBCA in respect of Dissenting Shares. Prior to the Effective Time, the Company shall not, except with the prior written consent of Acquirer, voluntarily make any payment or agree to make any payment with respect to any demands for payment under Chapter 23B.13 of the WBCA or offer to settle or settle any such demands for payment in respect of Dissenting Shares. Each holder of Dissenting Shares who, pursuant to the provisions of the WBCA, becomes entitled to payment of the value of the Dissenting Shares will receive payment therefor but only after the value therefor has been agreed upon or finally determined pursuant to such provisions. Any portion of the Merger Consideration that would otherwise have been payable with respect to Dissenting Shares if such Shares were not Dissenting Shares will be retained by Acquirer.

(d) Rights Not Transferable. The rights of the Company Shareholders under the Agreement as of immediately prior to the Effective Time are personal to each such Company Shareholders and shall not be transferable for any reason otherwise than by operation of law, will or the laws of descent and distribution. Any attempted transfer of such right by any holder thereof (otherwise than as permitted by the immediately preceding sentence) shall be null and void.

(e) Fractional Shares. No fractional shares of Acquirer Common Stock will be issued in connection with the Merger, and instead any fractional share shall be rounded down to the nearest whole share of Acquirer Common Stock.

### 1.3 Surrender of Certificates.

#### (a) Exchange Procedures.

(i) Within 5 Business Days after the Closing Date, Acquirer shall mail to every holder of record of Company Capital Stock that was issued and outstanding immediately prior to the Effective Time and that has not previously delivered to Acquirer its certificates or instruments, which immediately prior to the Effective Time represented issued and outstanding Company Capital Stock (the "*Converting Instruments*"), with a properly completed and duly

executed letter of transmittal substantially in the form specified in the Agreement (the "*Letter of Transmittal*") together with instructions for use of the Letter of Transmittal in effecting the surrender of the Converting Instruments into the right to receive the applicable Merger Consideration. The Letter of Transmittal shall specify that delivery of the Converting Instruments shall be effected, and risk of loss and title to the Converting Instruments shall pass, only upon receipt thereof by Acquirer, together with a properly completed and duly executed Letter of Transmittal, duly executed on behalf of each Person effecting the surrender of such the Converting Instruments, and shall be in such form and have such other provisions as Acquirer may reasonably specify, including that the Effective Time Holders agree to be bound by the provisions of Section 1.45 and Article 8 of the Agreement and agree to release the Company and the Surviving Corporation from any claims, rights, liabilities and causes of action whatsoever based upon, relating to or arising out of the Converting Instruments.

(ii) Within 5 Business Days after the date of delivery by an Effective Time Holder to Acquirer of a Converting Instrument, together with a properly completed and duly executed Letter of Transmittal and any other documentation required thereby, (A) the holder of record of such Converting Instrument shall be entitled to receive (x) the applicable Per Share Closing Payment and (y) the number of shares of Acquirer Common Stock that such holder has the right to receive pursuant to Section 1.2(a) in respect of such Converting Instrument, less such holder's Escrow Pro Rata Share (as described in Section 1.3(a)(iv)), and a stock certificate shall be issued to such holder representing such shares of Acquirer Common Stock and (B) such Converting Instrument shall be canceled.

(iii) If any Converting Instrument shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the Person claiming such document to be lost, stolen, or destroyed and an undertaking to indemnify the Surviving Corporation and Acquirer against any claim that may be made against it with respect to such document, Acquirer shall issue, in exchange for such lost, stolen, or destroyed document, the applicable Merger Consideration to which the holder is entitled under Section 1.2.

(iv) Notwithstanding the other provisions of Article 1 of the Agreement, Acquirer shall withhold and deliver to the Escrow Agent each Effective Time Holder's portion of the applicable Merger Consideration issuable pursuant to Section 1.2(a) such Effective Time Holder's Pro Rata Share of the Shareholder Representative Escrow Amount and the Acquirer Escrow Amount (collectively, the "*Escrow Pro Rata Share*"). The Shareholder Representative Escrow Amount shall be held to satisfy any out-of-pocket costs of the Shareholder Representative and any indemnification obligations of such Effective Time Holders pursuant to Section 9.12(b) of the Agreement and shall be held in and distributed in accordance with the provisions of the terms thereof. The Acquirer Escrow Amount shall be held to satisfy any indemnification obligations of such Effective Time Holders pursuant to Article 8 of the Agreement, and shall be held in and distributed in accordance with the provisions of the terms thereof. The adoption of the Agreement and the approval of the Merger by the Company Shareholders shall constitute approval of the withholding of the Escrow Pro Rata Share upon the terms and subject to the conditions of the Agreement.

(b) No Interest. No interest shall accumulate on any shares of Acquirer Common Stock issuable, or cash payable, in connection with the Merger, including, without limitation, the Escrow Amount.

(c) No Liability. Notwithstanding anything to the contrary in this Section 1.33, none of the Surviving Corporation or any party hereto shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(d) Unclaimed Consideration. Each holder of a Converting Instrument who has not theretofore complied with the exchange procedures set forth in and contemplated by Section 1.3(a) shall look only to the Surviving Corporation (subject to abandoned property, escheat and similar laws) for its claim to the Merger Consideration issuable pursuant to Section 1.2(a).

1.4 No Further Ownership Rights in the Company Capital Stock. The Merger Consideration paid or payable following the surrender for exchange of shares of the Converting Instruments in accordance with the terms hereof shall be paid or payable in full satisfaction of all rights pertaining to such shares of Company Capital Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock that were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, any Converting Instrument is presented to the Surviving Corporation for any reason, such Converting Instrument shall be canceled and exchanged as provided in Article 1 of the Agreement.

1.5 Tax Consequences. Except as expressly provided in the Agreement, Acquirer makes no representations or warranties to the Company or to any Company Securityholder regarding the Tax treatment of the Merger, or any of the Tax consequences to the Company or any Company Securityholder of the Agreement, the Merger or any of the other transactions or agreements contemplated hereby. The Company acknowledges that the Company and the Company Securityholders are relying solely on their own Tax advisors in connection with the Agreement, the Merger and the other transactions and agreements contemplated hereby.

1.6 Certain Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with the Agreement shall be paid by the respective Company Securityholder when due, and each Company Securityholder shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees.

1.7 Withholding Rights. Acquirer and the Surviving Corporation shall be entitled to deduct and withhold from the Merger Consideration otherwise deliverable under the Agreement, such amounts in cash or shares as Acquirer or the Surviving Corporation is required to deduct and withhold with respect to any such deliveries and payments under the Code or any provision of state, local, provincial or foreign Tax law. To the extent that amounts are so withheld and remitted to the appropriate Tax Authority, such withheld amounts shall be treated for all

purposes of the Agreement as having been delivered and paid to such holders in respect of which such deduction and withholding was made.

1.8 Taking of Necessary Action: Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of the Agreement and to vest the Surviving Corporation with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of the Company or otherwise, to take all lawful action necessary or desirable to accomplish such purpose or acts, so long as such action is not inconsistent with the Agreement.