

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 08/19/2011 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|----------------------|
| Runnin Wild Foods, Inc. | | 11/10/2011 | CORPORATION: GEORGIA |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------------|
| Name: | ACH Entertainment, LLC |
| Street Address: | 1301 Hightower Trail |
| Internal Address: | Suite 210 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30350 |
| Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 3644163 | 2WILD4U |
| Registration Number: | 3644162 | RUNNINWILD |
| Registration Number: | 3644221 | RUNNINWILD |

CORRESPONDENCE DATA

Fax Number: (404)685-6929
 Phone: 404-815-3713
 Email: mbedsole@sgrlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Todd D. Williams
 Address Line 1: 1230 Peachtree Street, N.E.
 Address Line 2: Suite 3100, Promenade II
 Address Line 4: Atlanta, GEORGIA 30309

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|---|--------------------|
| ATTORNEY DOCKET NUMBER: | RUNNIN WILD |
| NAME OF SUBMITTER: | Todd D. Williams |
| Signature: | /Todd D. Williams/ |
| Date: | 11/15/2011 |
| Total Attachments: 6 source=Runnin Wild Nunc Pro Tunc Assignment#page1.tif source=Runnin Wild Nunc Pro Tunc Assignment#page2.tif source=Runnin Wild Nunc Pro Tunc Assignment#page3.tif source=Runnin Wild Nunc Pro Tunc Assignment#page4.tif source=Runnin Wild Nunc Pro Tunc Assignment#page5.tif source=Runnin Wild Nunc Pro Tunc Assignment#page6.tif | |

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This *nunc pro tunc* trademark assignment agreement, effective as of August 19, 2011 (the "Agreement"), is made by and between Runnin Wild Foods, Inc., a corporation organized under the laws of the State of Georgia, located at 3120 Medlock Bridge Road, Building F / Suite 100, Norcross GA 30071 (the "Assignor"), and ACH Entertainment, LLC, a limited liability company organized and existing under the laws of the State of Georgia, located at 1301 Hightower Trail, Suite 210, Atlanta, Georgia 30350 (the "Assignee");

WHEREAS, Assignor is the owner of the trademarks 2WILD4U, RUNNINWILD, and RUNNINWILD and Design, and the United States Trademark Registration Nos. 3,644,163; 3,644,162; and 3,644,221 therefor, as set forth in Exhibit "A" attached hereto and made a part hereof, together with all of the goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor is a party to two trademark license agreements: one between Assignor and DavCan, LLC, a limited liability company organized and existing under the laws of the State of Georgia, located at 3120 Medlock Bridge Road, Building F / Suite 100, Norcross GA 30071; and one between Assignor and Harry S. Pierce, Jr., an individual whose address is 2 Wilbanks Rd., Rome, GA 30161; which license agreements are attached hereto as Exhibit "B" and made a part hereof (collectively, the "License Agreements");

WHEREAS, Assignor was administratively dissolved on August 20, 2011, but continues its corporate existence and may carry on any business necessary to wind up and liquidate its business and affairs pursuant to O.C.G.A. §§ 14-2-1405 and 14-2-1421(c).

WHEREAS, Assignee is desirous of acquiring the Marks, together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns *nunc pro tunc* as of August 19, 2011, unto Assignee, all rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. This assignment includes the right to apply for registration of any and all of the Marks in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of any of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

3. Assignor also hereby assigns *nunc pro tunc* as of August 19, 2011, unto Assignee, all of Assignor's obligations and liabilities under the License Agreements. Assignee hereby accepts the assignment of all of Assignor's obligations and liabilities under the License Agreements and agrees, from and after the date hereof, to observe and perform, when and as required, all of the duties, obligations, terms, provisions, and covenants of Assignor under the License Agreements.

4. Assignor represents and warrants to Assignee that:

4.1 Assignor is a corporation duly organized under the laws of the State of Georgia and may carry on any business necessary to wind up and liquidate its business and affairs pursuant to O.C.G.A. §§ 14-2-1405 and 14-2-1421(c).

4.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite

corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws, or any agreement to which Assignor may be a party.

4.3 Assignor is the owner of the Marks, no other person or entity has any security interest in the Marks, in any registrations thereof, or in any applications to register the Marks, and there have been no prior assignments of the Marks, registrations thereof, or any applications to register the Marks.

4.4 No person or entity is using the Marks with Assignor's permission or pursuant to any agreement with Assignor except for DavCan, LLC and Harry S. Pierce, Jr., both of whom are using the Marks pursuant to the License Agreements.

4.5 The Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

4.6 There are no actions, suits, claims, or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Marks. Assignor is not subject to any order, writ, injunction, or decree of any court or governmental agency which would prevent or impede the assignment of the Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

5. Miscellaneous.

5.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

5.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Georgia.

5.3 Successors. All of the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives, and to Assignor, and its successors, assigns, and representatives.


5.4 Incorporation of Exhibits. Exhibits A and B are expressly made part of this Agreement, are incorporated by reference, and shall be given the same force and effect as if said Exhibits were included within the body of this Agreement.


5.5 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

5.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the respective parties have caused this Agreement to be executed by its duly authorized representatives on this 10th day of November, 2011.

RUNNIN WILD FOODS, INC.

By: 
Name: Andrew C. Heaner
Title: CEO

By: 
Name: David P. Heaner
Title: CFO and Secretary

ACH ENTERTAINMENT, LLC

By:

Name:  _____
Jerold T. Cooper

061045.000 SGR9095346.1

EXHIBIT A

| <u>Trademark</u> | <u>Trademark Registration Number</u> |
|-----------------------|--------------------------------------|
| 2WILD4U | 3,644,163 |
| RUNNINWILD and Design | 3,644,221 |
| RUNNINWILD | 3,644,162 |