

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
Fallen Earth LLC		05/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	K2 Netowrk, Inc		
Street Address:	6440 Oak Canyon, Suite 200		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76444538	FALLEN EARTH	
CORRESPONDENCE DATA			
Fax Number:	(310)207-2380		
Email:	lwang@ggfirm.com, ipmail@ggfirm.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:	Lisa Wang		
Address Line 1:	1900 Avenue of the Stars Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	47871-00002		
NAME OF SUBMITTER:	Lisa Wang		
Signature:	/Lisa Wang/		
Date:	12/05/2011		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 1, 2011 (the "Effective Date") by and between Fallen Earth LLC, a Delaware limited liability company ("Assignor") and K2 Network, Inc., a California corporation ("Assignee").

WHEREAS, on May 13, 2011, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "Agreement"), pursuant to which Assignor agreed to sell and assign, and Assignee agreed to buy and acquire, the Purchased Assets, as defined in the Agreement; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain trademarks included in the Purchased Assets described on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in one or more counterparts, and signature pages may be transmitted by facsimile, e-mail or other electronic means, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

FALLEN EARTH LLC,
a Delaware limited liability company

By: _____

Stephen Gentzler, Manager

ASSIGNEE

K2 NETWORK, INC.,
a California corporation

By: _____

Joshua Hong, CEO

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TRADEMARK
REEL: 004672 FRAME: 0004

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

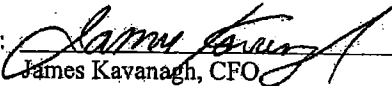
ASSIGNOR

FALLEN EARTH LLC,
a Delaware limited liability company

By: _____
Stephen Gentzler, Manager

ASSIGNEE

K2 NETWORK, INC.,
a California corporation

By:  _____
James Kavanagh, CFO

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