

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/16/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bingo Blitz, LLC		11/16/2012
			LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Buffalo Studios LLC		
Street Address:	1634 19th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Serial Number:	85139946	BINGO BLITZ B7
	Serial Number:	85380166	BINGO BLITZ
CORRESPONDENCE DATA			
Fax Number:	2146616609		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-953-5902		
Email:	cbutzeripdocket@jw.com		
Correspondent Name:	Carl C. Butzer		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	138262.10		
NAME OF SUBMITTER:	Carl C. Butzer		

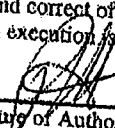
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Signature:	/Carl C. Butzer/
Date:	12/05/2012
Total Attachments: 8 source=Bingo-Buflao Merger Certificate (File Stamped)#page1.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page2.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page3.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page4.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page5.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page6.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page7.tif source=Bingo-Buflao Merger Certificate (File Stamped)#page8.tif	

Attachment to Item 17.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge. I declare I am the person who executed this Instrument, which execution is my act and deed.



Signature of Authorized Person for the Surviving Entity

DATE:
Peter Wilson, Manager

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**AGREEMENT AND PLAN OF MERGER
OF
BINGO BLITZ, LLC
WITH AND INTO
BUFFALO STUDIOS LLC**

THIS AGREEMENT AND PLAN OF MERGER ("*Plan of Merger*") is made and entered into as of November 16, 2012, by and between Bingo Blitz, LLC, a Nevada limited liability company and Buffalo Studios LLC, a California limited liability company, together being sometimes hereinafter referred to as the "*Constituent Entities*."

WITNESSETH

WHEREAS, Bingo Blitz, LLC is a limited liability company duly organized and existing under the laws of the State of Nevada;

WHEREAS, Buffalo Studios LLC is a limited liability company duly organized and existing under the laws of the State of California;

WHEREAS, each of the Constituent Entities deems it advisable for the general welfare and to the benefit of such entities that Bingo Blitz, LLC merge with and into Buffalo Studios LLC pursuant to the applicable provisions of the Nevada Revised Statutes ("*NRS*") and the California Corporations Code ("*CCC*");

WHEREAS, the sole member and sole manager of Bingo Blitz, LLC have, by resolutions duly adopted, approved this Plan of Merger and the transactions contemplated hereby and directed that it be executed by the undersigned sole manager of Bingo Blitz, LLC; and

WHEREAS, the board of managers and the majority of the members of Buffalo Studios LLC have, by resolutions duly adopted, approved this Plan of Merger and the transactions contemplated hereby and directed that it be executed by the undersigned manager of Buffalo Studios LLC;

WHEREAS, it is the intention of the Constituent Entities that the Merger (as hereinafter defined) shall be a non-recognition transfer pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree as follows:

ARTICLE I

MERGER

Upon the terms and subject to the conditions set forth in this Plan of Merger, and in accordance with the applicable provisions of the laws of the State of Nevada and the laws of the State of California, at the Effective Time (as hereinafter defined), Bingo Blitz, LLC shall be merged with and into Buffalo Studios LLC (the "*Merger*"). As a result of the Merger, the separate corporate existence of Bingo Blitz, LLC shall thereupon cease and Buffalo Studios LLC shall continue as the

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surviving entity in the Merger (the "*Surviving Entity*"). The name of the Surviving Entity shall remain "Buffalo Studios LLC" and the entity shall remain a California limited liability company.

ARTICLE II

EFFECTIVE TIME

Articles of Merger shall be filed with the Secretary of State of the State of Nevada, and a Certificate of Merger shall be filed with the Secretary of State of the State of California. The Merger shall be effective as of 12:00 pm, Central Standard Time, on November 16, 2012 (the "*Effective Time*"). At the Effective Time, the separate existence of Bingo Blitz, LLC shall cease and Bingo Blitz, LLC shall be merged with and into the Surviving Entity.

ARTICLE III

GOVERNANCE

The Articles of Organization of Buffalo Studios LLC as in effect at the Effective Time shall continue in full force and effect and shall be the Articles of Organization of the Surviving Entity. The Operating Agreement of Buffalo Studios LLC (the "*Operating Agreement*") shall continue in full force and effect and govern the internal affairs of the Surviving Entity. The directors and officers of Buffalo Studios LLC immediately prior to the Effective Time shall constitute the directors and officers of the Surviving Entity immediately following the Effective Time. Such directors and officers of Buffalo Studios LLC shall hold their respective positions until their resignation or removal or the election or appointment of their successors in the manner provided by the Articles of Organization and the Operating Agreement of the Surviving Entity and applicable law.

ARTICLE IV

CANCELLATION OF MEMBERSHIP INTERESTS IN THE MERGER

The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the membership interests of Bingo Blitz, LLC shall be as follows:

1. The outstanding membership interests in Bingo Blitz, LLC as of the Effective Time shall be cancelled and no payment shall be made with respect thereto; and
2. Each membership interest in Buffalo Studios LLC issued and outstanding as of the Effective Time shall not be affected by the Merger and shall remain issued and outstanding.

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ARTICLE V

EFFECT OF THE MERGER

At the Effective Time, the separate existence of each Constituent Entity (other than the Surviving Entity) shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Entity, the officers, or other authorized representatives of the respective Constituent Entities shall execute, acknowledge, and deliver such instruments and do such acts as may be reasonably required to vest such property or rights in the Surviving Entity. For these purposes, the existence of the Constituent Entities and the authority of their respective officers, directors, members or other authorized representatives is continued notwithstanding the Merger. The Surviving Entity shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of each Constituent Entity, and all obligations belonging to or due to each Constituent Entity, all of which are vested in the Surviving Entity without further act or deed. Title to any real estate or any interest in the real estate vested in any Constituent Entity shall not revert or in any way be impaired by reason of such Merger. The Surviving Entity is liable for all the obligations of each Constituent Entity. Any claim existing or any action or proceeding pending by or against any Constituent Entity may be prosecuted to judgment, with right or appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. All rights of creditors of each Constituent Entity are preserved unimpaired, and all liens upon the property of any Constituent Entity are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time.

ARTICLE VI

ACCOUNTING MATTERS

The assets and liabilities of the Constituent Entities, as of the Effective Time, shall be taken upon the books of the Surviving Entity at the amounts at which they shall be carried at that time on the books of the respective Constituent Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger.

ARTICLE VII

APPROVAL OF THE CONSTITUENT ENTITIES

This Plan of Merger has been approved by the Constituent Entities in accordance with the applicable provisions of the NRS and the CCC.

ARTICLE VIII

AMENDMENT

The Constituent Entities, by mutual consent, may amend this Plan of Merger in such manner as may be agreed upon by them in writing at any time; provided, however, no such amendment shall be made which shall affect the rights of the members of Buffalo Studios LLC or the sole member of

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Bingo Blitz, LLC in a manner which is materially adverse to such, or as otherwise provided by the NRS and the CCC, without the further approval of the equity owners of the Constituent Entities.

ARTICLE IX

FURTHER ASSURANCES

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Entity, the title to any property or rights of Bingo Blitz, LLC acquired or to be acquired by or as a result of the Merger, the proper representatives of the Surviving Entity shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of Bingo Blitz, LLC or Buffalo Studios LLC to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise carry out the purposes of this Plan of Merger.

ARTICLE X

COUNTERPARTS

This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Bingo Blitz, LLC and Buffalo Studios LLC each pursuant to requisite approval and authority, have each caused this Plan of Merger to be executed by its duly authorized officer or representative, all as of the day and year first above written.

BUFFALO STUDIOS LLC,
a California limited liability company

By: Christie S. Tyler
Christie S. Tyler, **MANAGER**

BINGO BLITZ, LLC,
a Nevada limited liability company

By: Christie S. Tyler
Christie S. Tyler, **Manager**

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I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 26 2012

Date: B

Debra Bowen
DEBRA BOWEN, Secretary of State

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RECORDED: 12/05/2012