

## 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
	Digital Chocolate Inc.		09/05/2012
	CORPORATION: DELAWARE		
RECEIVING PARTY DATA			
Name:	Rumble Entertainment Inc.		
Street Address:	1300 Island Drive, Suite 103		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3188034	BALLISTIK
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	28639-00070-4198		
NAME OF SUBMITTER:	Katherine A. McGowan		
Signature:	/Katherine A. McGowan/		
Date:	01/08/2013		
Total Attachments: 2			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is effective September 5, 2012 ("Effective Date"),

**BETWEEN** (1) Digital Chocolate Inc., (the "Assignor"), a company organized and existing under the laws of Delaware, the United States of America, with its head office located at 1875 South Grant St. Suite 650, San Mateo, CA 94402

(2) Rumble Entertainment Inc. (the "Assignee"), a company organized and existing under the laws of Delaware, the United States of America, with its head office located at 1300 Island Drive, Suite 103, Redwood City, CA 94065.

Whereas, the Assignor is the owner of all right, title and interest in and to the mark BALLISTIK in the United States for electronic, computer and interactive game software, online computer games, and a website featuring electronic game registration, including U.S. registration No. 3188034 for BALLISTIK (the "Trademark");

Whereas, the Assignor assigns sells and transfers to the Assignee all of the Assignors rights in and to the Trademark, except as set forth below;


NOW THEREFOR THE PARTIES AGREE AS FOLLOWS:

1. For [REDACTED] that shall be paid within two (2) business days of signing this Agreement, the Assignor assigns to the Assignee all rights and title in and to the Trademark, including further right to file applications in any country for said Trademark and receive registration thereof. The Assignor does not warrant that any new registrations are actually received.
2. In further consideration for the assignment, the Assignee grants to the Assignor a non-exclusive, worldwide, perpetual, personal, non-transferable, royalty free license to distribute, offer for sale, publish and display to public BALLISTIK game versions that are available on the Effective Date.
3. For avoidance of doubt the Assignee acknowledges agrees that the Assignor's distributors and/retailers may continue to distribute, offer for sale, publish and display to public BALLISTIK game versions on royalty free basis provided that they have acquired such rights prior to the Effective Date of this Agreement.
4. The Assignor and the Assignee agree to sign all the documents that may be necessary to give effect the foregoing assignment. The costs of assignment shall be borne by the Assignee.

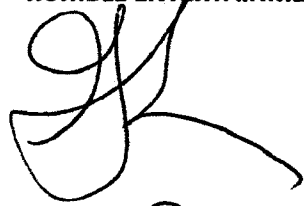
5. This Agreement is governed by interpreted and enforced by in accordance with the laws of state of California.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed on the date indicated above.

**DIGITAL CHOCOLATE INC**

  
Marc Metis

**RUMBLE ENTERTAINMENT INC**

  
Greg Richardson  
CEO