

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intrepid Pictures, LLC		01/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IP2 Entertainment, LLC		
Street Address:	1880 Century Park East, Suite 900		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78868525	INTREPID PICTURES	
Serial Number:	78868073	INTREPID PICTURES	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
	<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) 812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas, Esq.		
Address Line 1:	1841 Page Mill Rd., Suite 200		
Address Line 2:	Manatt, Phelps & Phillips, LLP		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	46154-001(3131) RECORDAL		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		

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Signature:	/Patricia Picou Green/
Date:	01/09/2013
Total Attachments: 4 source=TM Assignm't re Intrepid Pictures & IP2 Entertainment#page1.tif source=TM Assignm't re Intrepid Pictures & IP2 Entertainment#page2.tif source=TM Assignm't re Intrepid Pictures & IP2 Entertainment#page3.tif source=TM Assignm't re Intrepid Pictures & IP2 Entertainment#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made on this 1st day of January, 2013 ("Effective Date"), by and between Intrepid Pictures, LLC, a Delaware limited liability company ("Assignor") and IP2 Entertainment, LLC, a Delaware limited liability company ("Assignee").

THE PARTIES ENTER INTO THIS ASSIGNMENT ON THE BASIS OF THE FOLLOWING FACTS, INTENTIONS AND UNDERSTANDINGS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 1, 2013 (the "Purchase Agreement"), pursuant to which Assignee is purchasing certain assets of Assignor, including, but not limited to, the Trademarks (as defined therein).

B. Assignor has adopted and is using the trademark INTREPID PICTURES (the "Trademark") and has obtained the following federal registrations for the Trademark in the United States Patent and Trademark Office and in the other jurisdictions set forth below (the "Registrations"):

Trademark:	Country:	Class:	Serial No.:	Reg. No.:	Reg. Date:
Intrepid Pictures (design)	U.S.	41	78868525	3360754	12/25/2007
Intrepid Pictures	U.S.	41	78868073	3360752	12/25/2007
Intrepid Pictures	Canada	N/A	1319731	70734	2/13/2008
Intrepid Pictures	Community Trademark	41	5379128	5379128	3/19/2007
Intrepid Pictures (and design)	Community	41	5379383	5379383	8/1/2007

Trademark:	Country:	Class:	Serial No.:	Reg. No.:	Reg. Date:
	Trademark				

C. Assignor is the registrant of the domain names, *intrepidpictures.com* and *intrepidpictures.com* (the "Domain Names"); and

D. Assignor desires to assign and transfer the Trademarks, the Registrations and the Domain Names to Assignee pursuant to and subject to the terms of the Purchase Agreement.

NOW, THEREFORE, Assignor makes the following assignment:

1. Assignment. Assignor hereby assigns, transfers and conveys and Assignee hereby acquires, accepts and receives from Assignor, as of the Effective Date, all of Assignor's right, title and interest in and to the Trademarks, in and to the Registrations, and in and to all the business goodwill inherent in the Trademarks and in the Registrations, the right to conduct business under the Trademark, including the right to license others under the Trademark, and all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark.

2. Domain Names Transfer. Within ten (10) days following the Effective Date, Assignor shall initiate a transfer of the Domain Names to a domain name registration account designated to Assignor in writing by Assignee. Upon the written request of Assignee, Assignor shall execute such other documents solely as may be required to complete the transfer of the Domain Name to Assignee.

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IN WITNESS WHEREOF, Assignor has caused this Trademark and Domain Name Assignment to be duly executed and delivered as of the Effective Date, and Assignee has acknowledged the execution and delivery.

ASSIGNOR:

INTREPID PICTURES, LLC

By: 

Name: _____

Title: _____

ASSIGNEE:

IP2 ENTERTAINMENT, LLC

By: 

Name: Theresa Macey

Title: Manager

State of California)
County of Los Angeles) SS.

On December 18, 2012, before me, Jenny Tsuruda, a notary public, personally appeared TREVY MAC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jenny Tsuruda

(Seal)

