

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
Grom Social Inc.		01/17/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Grom Social LLC		
Street Address:	1 Penn Plaza - Suite 5320		
Internal Address:	c/o RSC Solutions		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85807948	GROMVILLE	
Serial Number:	85808094	GROM-ATAR	
Serial Number:	85808250	GROMETTE	
Serial Number:	85808663	GROMSTER	
Serial Number:	85808653	GROM-A-TRON	
Serial Number:	85808178	GROM	
Registration Number:	4242103	GROM SOCIAL	
Registration Number:	4236844	GROM SOCIAL	
Registration Number:	4236835	GROM SOCIAL	
CORRESPONDENCE DATA			
Fax Number:	2123925210		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	201-725-7555		

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Email: mark@rscsolutions.com
Correspondent Name: Mark Arzoomanian
Address Line 1: 1 Penn Plaza - Suite 5320
Address Line 2: c/ RSC Solutions
Address Line 4: New York, NEW YORK 10119

NAME OF SUBMITTER:	Mark Arzoomanian
Signature:	/Mark Arzoomanian/
Date:	02/01/2013
Total Attachments: 2 source=Trademark name - Grom Social_2013_02_01_11_32_09_623#page1.tif source=Trademark name - Grom Social_2013_02_01_11_32_09_623#page2.tif	

TRADEMARK/SERVICE MARK ASSIGNMENT

This Agreement is entered into by and between Grom Social, Inc. ("Assignor") and Grom Social, LLC ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark applications and service mark applications shown on Exhibit A (collectively the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. Assignor has paid Assignee good and valuable consideration for the assignment set forth in Section 1, the receipt and sufficiency of which is acknowledged.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe on the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

Grom Trademark Agree Signed 1-17-13

DM
**TRADEMARK
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5. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Date: January 16, 2013

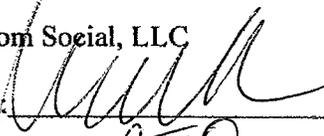
ASSIGNEE:

Grom Social, Inc.

By: 
Darren Marks, Chief Executive Officer
and President

ASSIGNOR:

Grom Social, LLC

By: 
CEO

Grom Social Trademark Assignment 1-15-13