

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
Legend3D, Inc.	FORMERLY Legend Films, Inc.	06/29/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RiffTrax, LLC		
Street Address:	4660 La Jolla Village Drive		
Internal Address:	Suite 500		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3403933	RIFFTRAX	
CORRESPONDENCE DATA			
Fax Number:	8587775425		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-729-0800		
Email:	danna@arciplaw.com		
Correspondent Name:	Danna J. Cotman, Esq.; ARC IP Law, PC		
Address Line 1:	7744 Herschel Avenue		
Address Line 4:	La Jolla, CALIFORNIA 92037		
ATTORNEY DOCKET NUMBER:	LF-T002		
NAME OF SUBMITTER:	Danna J. Cotman		
Signature:	/Danna J. Cotman/		

Date:

02/01/2013

Total Attachments: 2

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ASSIGNMENT OF RIGHTS

Registration No. : 3403933
Assignee : Rifftrax, LLC
Assignor : Legend3D, Inc.
Attorney Ref. No. : LF-T002

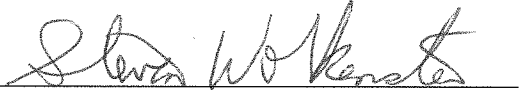
RiffTrax

Whereas, Legend3D, Inc. a California Corporations (“Assignor”), has registered a certain trademark entitled “*RiffTrax* (“Trademark”); and whereas, Rifftrax, LLC, an entity existing under the laws of the United States and having a place of business at 4660 La Jolla Village Drive, Suite 500 (“Assignee”) is desirous of acquiring the entire right, title and interest in and to the Trademark and all rights relating thereto;

Now, therefore, for consideration the adequacy and receipt of which is hereby acknowledged, and other good and valuable consideration, Assignor does hereby irrevocably sell, transfer, and assign the full and exclusive right, title and interest in and to the Trademark including any and all rights to continuing, maintaining, renewing and all other actions required which have been or shall be filed in the United States and all foreign countries on said Trademark; and all original and reissued trademarks which have been or shall be issued in the United States and all foreign countries on said Trademark; and in and to all rights of priority resulting from the filing of said Applications.

Assignor does hereby authorize and request the Director of the U.S. Patent and Trademark Office and all foreign Trademark Offices to issue Trademarks for the subject matter assigned herein to said Assignee, of the entire right, title, and interest in and to the same, for Assignee’s sole use and behoof; and for the use and behoof of Assignee’s legal representatives, to the full end of the term for which said Trademark may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. Assignor hereby covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights to the Trademark herein conveyed has been made to other by the undersigned, and that the full right to convey as herein expressed is possessed by the undersigned.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto cause this Agreement to be executed.

Assignor Signature	Date
Name: Steven Wolkenstein Title: Chief Financial Officer Name of Company: Legend3D, Inc. Signature: 	June 29, 2012