

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Themis Group, Inc.		11/07/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Alloy Digital, LLC
Street Address:	151 West 26th Street, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	3330883	TAP INTERACTIVE
Registration Number:	3330882	PLAYERBASE SOLUTIONS
Registration Number:	3120453	THE ESCAPIST
Registration Number:	3859638	THE ESCAPIST
Registration Number:	3507920	ZERO PUNCTUATION

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6177375020
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	703-568-5210
Email:	swatson@patentgc.com
Correspondent Name:	Stacey J. Watson, Patent GC LLC
Address Line 1:	176 Federal Street, 5th Floor
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	ALL - 023 - US
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OP \$140.00 3330883

NAME OF SUBMITTER:	Stacey J. Watson
Signature:	/Stacey J. Watson/
Date:	02/05/2013
<b>Total Attachments: 4</b> source=Alloy_Themis - Trademark Assignment (Themis) - FINAL#page1.tif source=Alloy_Themis - Trademark Assignment (Themis) - FINAL#page2.tif source=Alloy_Themis - Trademark Assignment (Themis) - FINAL#page3.tif source=Alloy_Themis - Trademark Assignment (Themis) - FINAL#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of November 7, 2012 (the "Effective Date") between Themis Group, Inc., a Delaware corporation (the "Assignor"), and Alloy Digital, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements of the Assignor and the

Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of the Assignor and the Assignee contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

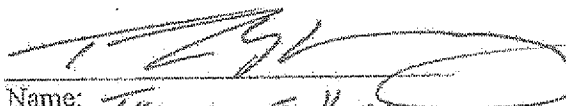
6. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

7. This Assignment including its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims whether sounding in contract, tort or otherwise, shall be governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the Laws of another jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

THEMIS GROUP, INC.

By:   
Name: THOMAS S KURE  
Title: CHAIRMAN & CEO

*[Signature page to Trademark Assignment Agreement]*

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**TRADEMARK**  
**REEL: 004955 FRAME: 0855**

## SCHEDULE A

Below is a list of the Marks:

1. Registered trademarks:

TAP INTERACTIVE, United States Trademark Reg. No. 3,330,883 (Reg. Date November 6, 2007)

PLAYERBASE SOLUTIONS, United States Trademark Reg. No. 3,330,882 (Reg. Date November 6, 2007)

THE ESCAPIST, United States Trademark Reg. No. 3,120,453 (Reg. Date June 26, 2007)

THE ESCAPIST, United States Trademark Reg. No. 3,859,638 (Reg. Date October 12, 2010)

THE ESCAPIST, European Community Trademark Reg. No. 8631418 (Reg. Date May 31, 2010)

ZERO PUNCTUATION, United States Trademark Reg. No. 3,507,920 (Reg. Date September 30, 2008)

2. Trade names:

Themis, Themis Group, Themis Media, Escapist, Escapist Magazine, All Game News, Playerbase Solutions and TAP Interactive.