

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/17/2013
 900247212

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David E Collier		02/20/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Most Funnest Entertainment LLC
Street Address:	5733 Chandler DRIVE
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92117
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3850442	VAMPIRATES

CORRESPONDENCE DATA

Fax Number: 4135366445
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4138838884
 Email: stan01020@yahoo.com
 Correspondent Name: Stan Collier, ESq.,
 Address Line 1: PO Box 6136
 Address Line 4: Holyoke, MASSACHUSETTS 01041

NAME OF SUBMITTER:	Stanton E. Collier, Esq.
Signature:	/Stanton E. Collier/
Date:	02/17/2013

Total Attachments: 7

OP \$40.00 3850442

source=Vampirates Assignment 001[1]#page1.tif
source=Vampirates Assignment 001[1]#page2.tif
source=Vampirates Assignment 001[1]#page3.tif
source=Vampirates Assignment 001[1]#page4.tif
source=Vampirates Assignment 001[1]#page5.tif
source=Vampirates Assignment 001[1]#page6.tif
source=Vampirates Assignment 001[1]#page7.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made as of February 20, 2012 (the "Effective Date").

BETWEEN: David E. Collier (the "Assignor"), an individual resident of Massachusetts, with a principal business address at: 108 Greenpoint Circle, Chicopee, Massachusetts 01020.

AND: Most Funnest Entertainment LLC (the "Assignee"), a California limited liability company, with a principal business address at: 5733 Chandler Drive, San Diego, California 92117.

The Assignor and the Assignee shall be collectively referred to herein as the "Parties," and, individually, as a "Party."

WHEREAS, Assignor is the owner of that certain trademark identified as follows:

VAMPIRATES - U.S. Patent and Trademark Office ("USPTO") Registration Number 3850442.

(the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the Parties agree as follows:

1. Assignment

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark as of the date of the Second Installment Payment as described in Section 2.B. below.

Except as otherwise permitted by this Agreement, after the date of this assignment, Assignor agrees to cease and desist any further use of the Trademark, or any confusingly similar mark, in the United States or elsewhere. Assignor agrees that they will not object to, contest, oppose or interfere with, directly or indirectly, with any attempt by Assignee to use, protect, defend, assign, register, or otherwise enjoy all rights associated with the Trademark.

2. Consideration

In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of Five Thousand Dollars (\$5,000.00), payable in Two (2) installments according to the following schedule:

A. Three Thousand Dollars (\$3,000.00) on or before March 1, 2012 (the "First Installment Payment.")

B. Two Thousand Dollars (\$2,000.00) on or before March 1, 2013 (the "Second Installment Payment").

All payments shall be made via a check made payable to Stan Collier, Esq.

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 registered Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances, licenses, or concurrent use agreements;
- (d) The Assignor does not represent or warranty that the Trademark does not infringe the rights of any third person or entity, past, present or future, and that any claims and costs of such shall be born by the Assignee for any claims that relate to its use after the date of this assignment and that such a claim of infringement or other type of claim is at the discretion of a third party and beyond the control of the Assignor;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement; and
- (h) the Assignee can register or file an assignment and dispose of the Trademark in the Assignee's own name.

4. Trademark Trial and Appeal Board Proceeding

The Assignee filed a Cancellation proceeding at the USPTO, Cancellation Number 92054251 (the "Proceeding") before the Trademark Trial and Appeal Board ("TTAB") of USPTO regarding the Trademark. The Parties hereby agreed to terminate the Proceeding and did notify the TTAB that a settlement has been reached. As such the Cancellation claim has been cancelled.

5. Concurrent Use

As of the Effective Date, and until such time as the Second Installment Payment described in Section 1 above has been completed, each Party hereby grants the other Party the right to concurrently use the Trademark and similar marks in the United States or elsewhere. Neither Party, during this period of time, shall have the right to oppose or prevent such use of the

Trademark on any goods or services by the other Party. Following the Second Installment Payment of the assignment described in Section 1, the Assignor shall cease any use of the Trademark and the assignment will be fully effective.

6. Equitable Relief

Assignor understands and agrees that, because of the unique nature of the Trademark, Assignee will suffer irreparable harm if Assignor fails to comply with any of Assignor's obligations under this Agreement, and monetary damages will be inadequate to compensate Assignee for such breach. Accordingly, Assignor agrees that Assignee shall, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement, without the necessity of posting a bond or undertaking.

7. Severability

If any provision in this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid or unenforceable for any reason, including without limitation by reason of such provision extending for too long a period or over too large a geographical area, or by reason of its being too extensive in any other respect, such provision, to the extent that it is unenforceable, shall be interpreted to extend only over the maximum period of time or geographic area, and only to the maximum extent in all other respects, as to which it is valid and enforceable, in order to effectuate the Parties' intent to the greatest extent possible. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. Waiver

No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the Party against whom enforcement is sought.

9. Interpretation

The normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

10. Notices

Any notices required to be given under this Agreement by either Party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, but each Party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

11. Entire Agreement of the Parties

This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

12. Attorneys' Fees

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party will be responsible for its attorneys' fees, but a court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled, may determine the award of reasonable attorney's fees.

13. Governing Law

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary.

14. Dispute Resolution

Any controversy, claim, or dispute arising out of or relating to this Agreement shall be settled in the following order of preference: (1) By good faith negotiation between representatives of the Parties who have authority to fully and finally resolve the dispute; (2) If necessary, by non-binding mediation at a location acceptable to both Parties in San Diego County, California, using a neutral mediator. In any mediation, the Parties shall equally share the cost of the mediator and otherwise bear their own respective costs; or (3) As a last resort only, by binding arbitration in San Diego County, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by the American Arbitration Association; (b) each Party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such Party. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The Arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Agreement. IF FOR ANY REASON

THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Agreement to Perform Necessary Acts

The Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

David E. Collier, an individual

Jeremy Cox, Member, Most Funnest
Entertainment LLC

THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELTING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Agreement to Perform Necessary Acts

The Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE



David E. Collier, an individual

Jeromy Cox, Member, Most Funnest
Entertainment LLC

Arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

15.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.

Agreement to Perform Necessary Acts

The Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE



David E. Collier, an individual

Jeremy Cox, Member, Most Funnest Entertainment
LLC

PAGE

PAGE 1