

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL															
<b>CONVEYING PARTY DATA</b>																
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<b>CORRESPONDENCE DATA</b>																
Fax Number: 6024458100 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 6024458000 Email: blabace@gtlaw.com Correspondent Name: Frank G. Long Address Line 1: 2375 E. Camelback Road, Suite 700 Address Line 2: Greenberg Traurig Address Line 4: Phoenix, ARIZONA 85016																
<b>ATTORNEY DOCKET NUMBER:</b>	036133-010000															

NAME OF SUBMITTER:	Frank G. Long
Signature:	/frank g long/
Date:	03/12/2013
<b>Total Attachments: 3</b> source=K2 Delaware assignment#page1.tif source=K2 Delaware assignment#page2.tif source=K2 Delaware assignment#page3.tif	

## ASSIGNMENT AGREEMENT

This Agreement ("Agreement"), dated March 11, 2013, is entered into by and between K2 Networks, Inc. ("K2 California"), a California corporation with its principal place of business 6440 Oak Canyon, Ste. 200, Irvine, California 92618, and K2 Networks, Inc. ("K2 Delaware"), a Delaware corporation with its principal place of business at 6440 Oak Canyon, Ste. 200, Irvine, California 92618.

### RECITALS

A. K2 Delaware has used the marks listed on the attached SCHEDULE A (the "Assigned Marks") in connection with entertainment services, namely, providing competitive multi-player video gaming via a global computer network and charitable promotional services and has sought registration with the United States Patent and Trademark Office ("USPTO") for the marks used in connection with the services described in the registrations.

B. K2 Delaware is a wholly owned subsidiary of K2 California.

C. K2 Delaware desires to assign and transfer to its parent company, K2 California, all of K2 Delaware's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

**Section 1. Assignment.** K2 Delaware, for itself and any predecessors in title, hereby conveys, transfers, assigns, delivers, and contributes to K2 California any and all K2 Delaware's right, title and interest in and to the Assigned Marks, including common law rights, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of K2 California, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by K2 California, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by K2 Delaware had this assignment not been made.

**Section 2. Miscellaneous.** (a) K2 Delaware agrees that it will, upon K2 California's request, promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments and other documents as may be necessary or desirable to perfect and record K2 California's title in, to and under the Assigned Marks. K2 Delaware covenants that it shall not hereafter register or attempt to register or cooperate in any registration of or attempt to register, with any governmental or regulatory body or any domain name registrar anywhere in the world, or use or participate in the use of, any trademarks, service marks, domain names, or trade names or any other designation containing or comprising the Assigned Marks, or anything that may be confusingly similar to the Assigned Marks, whether alone or in combination with any other term(s), word(s), mark(s), name(s), symbol(s), designation(s), device(s) and/or design(s). K2 Delaware covenants that it shall not contest, either directly or indirectly, the exclusive right, title, and interest of K2 California in and to any part of the

Assigned Marks or any trademark rights arising from the use thereof, including K2 California's right to register, maintain and/or renew the Assigned Marks or any variation thereof.

(b) In furtherance of this Agreement, K2 Delaware acknowledges that, from this date forward, K2 California has succeeded to any and all of K2 Delaware's right, title, and standing to: (i) receive all rights and benefits pertaining to the Assigned Marks; (ii) institute and prosecute all suits and proceedings and take all actions that K2 California, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Assigned Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as K2 California, in its sole discretion, deems advisable.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date indicated above.

K2 Network, Inc., a California corporation

By: Rahul Sandil

Name: RAHUL SANDIL

Title: CMO

K2 Network, Inc., a Delaware corporation

By: Bjorn Book-Larsson

Name: BJORN BOOK-LARSSON

Title: CEO

**SCHEDULE A: ASSIGNED MARKS**

<b>MARK</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>
FREE2PLAY	78/779,650 Dec. 22, 2005	3,150,269 Sept. 26, 2006
GAMERSFIRST	78/737,560 Oct. 20, 2005	3,220,791 March 20, 2007
GAMERSGIVE	77/413,872 March 5, 2008	3,745,131 Feb. 2, 2010
K2 NETWORK	78/737,537 Oct. 20, 2005	3,336,581 Nov. 13, 2007

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