

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dirty Bird Interactive Inc.		08/23/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stepfilm LLC		
<b>Street Address:</b>	P.O. Box 1388		
<b>Internal Address:</b>	Haight St., #227		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94117		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3810466	DIRTY BIRD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104791422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(310) 478-4100		
<b>Email:</b>	mmizrahi@wrslawyers.com		
<b>Correspondent Name:</b>	Mark B. Mizrahi		
<b>Address Line 1:</b>	11400 West Olympic Blvd.		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	19198-201		
<b>NAME OF SUBMITTER:</b>	Mark B. Mizrahi		
<b>Signature:</b>	/mark b mizrahi/		

OP \$40.00 3810466

Date:

09/09/2013

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Agreement is by and between Dirty Bird Interactive Inc., a corporation duly organized and existing under the laws of the State of Delaware and having a business address at P.O. Box 67965, Albuquerque, NM 87913 ("Assignor") and Stepfilm LLC, a limited liability company duly organized and existing under the laws of the State of California and having a business at P.O. Box 1388, Haight St., #227, San Francisco, CA 94117 ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark/service-mark DIRTY BIRD for "Computer application software for mobile phones; Computer game equipment, namely, discs; Computer game programs; Computer game software; Computer game software downloadable from a global computer network; Computer game software for personal computers and home video game consoles; Computer game software for use with personal computers, home video game consoles used with televisions, and for arcade-based video game consoles; Computer hardware and computer software programs for the integration of text, audio, graphics, still images and moving pictures into an interactive delivery for multimedia applications; Computer programs for video and computer games; Computer software, namely, game engine software for video game development and operation; Downloadable computer game programs; Electronic game software for cellular telephones; Electronic game software for handheld electronic devices; Game software; Interactive game programs," in International Class 009 and "Motion picture film production; Production and distribution of independent motion pictures; Production and distribution of motion pictures," in International Class 041, together with all the goodwill of the business symbolized thereby, and the entire right, title and interest in and to U.S. Trademark Registration Number 3810466 for said trademark (hereinafter the above-described DIRTY BIRD trademark and service-mark, the goodwill of the business symbolized thereby, and U.S. Trademark Registration Number 3810466 shall be collectively referred to herein as the "Trademark");

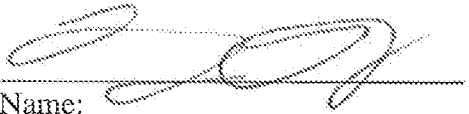
WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, and Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein and for other good and valuable consideration recited in the Trademark Assignment Agreement entered into by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns

and transfers to Assignee all right, title and interest in and to the Trademark together with the good will of the business symbolized thereby, or portion thereof, to which the mark pertains, and together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives.

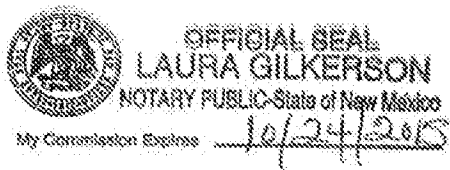
IN WITNESS WHEREOF, the parties have executed this Assignment effective as of August 22, 2013.


**ASSIGNOR**

By:   
Name:  
Date: 8-23-2013

State of New Mexico )  
  )ss.  
County of Sandoval )

On this 23<sup>rd</sup> day of August 2013, before me appeared Michael L Pike, a person who signed this instrument, who acknowledged that he signed it as a free act with authority to do so.



  
Notary Public, State of New Mexico

ASSIGNEE

By: \_\_\_\_\_  
Name: SCOTT L. ADAMS (Typed)  
Title: CFO  
Date: 8/27/13