

## 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
Droga 5, LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dragon Operations, LLC		
Street Address:	400 Lafayette Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3793912	D5	
Registration Number:	3793913	D5	
Registration Number:	3675334	DRO5A	
Registration Number:	3675333	DRO5A	
Registration Number:	3798114	DROGA5	
Registration Number:	3586467	DROGA5	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		

CH \$165.00 3793912

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 15338-1 (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 09/11/2013

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of August 30, 2013 (the "Effective Date"), is made by and between DROGA5, LLC, a Delaware limited liability company (the "Assignor"), and DRAGON OPERATIONS, LLC, a Delaware limited liability company (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into a certain Transaction Agreement, dated as of August 29, 2013 (the "Transaction Agreement") with certain other persons party thereto; and

WHEREAS, pursuant to the Transaction Agreement, the Assignee shall assume, acquire and accept and the Assignor shall contribute, convey, assign and otherwise transfer to the Assignee all of the Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. The Assignor hereby contributes, conveys, assigns and otherwise transfers to the Assignee, and the Assignee hereby assumes, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 1.2 Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At the Assignee's sole cost and expense, the Assignor shall execute and deliver such other documents and take all other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect the Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Transaction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of the Assignor or the Assignee under the Transaction Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Transaction Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall control. This Assignment shall not be interpreted to broaden the scope of the Assignee's rights with respect to the Trademarks beyond those rights provided in the Transaction Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Dispute Resolution. The parties hereby agree that, to the fullest extent permitted by applicable Legal Requirements, all Legal Actions (whether in contract or tort) arising out of or relating to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall, unless otherwise agreed, be resolved exclusively by arbitration, before a panel of three arbitrators, in accordance with the rules and regulations of JAMS or its legal successor in effect at the time of the arbitration. The arbitration award in any such arbitration may be confirmed by any court of competent jurisdiction. Any such arbitration shall take place in Manhattan, New York. In the event of any such arbitration, the prevailing party shall be awarded its costs and reasonable attorney's fees as part of the award, and the costs of the

arbitration shall be borne by the parties on such equitable basis as the arbitrators shall determine.

Section 1.8 Counterparts. This Assignment may be executed in counterparts (including by facsimile and electronic pdf), each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

DROGA5, LLC

  
By: \_\_\_\_\_

Name: David Droga

Title: Executive Chairman

**ASSIGNEE:**

DRAGON OPERATIONS, LLC

By: Droga5, LLC, its Member

  
By: \_\_\_\_\_

Name: David Droga

Title: Executive Chairman

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005108 FRAME: 0760**

STATE OF New York )  
  :SS.:  
COUNTY OF New York )

On this 30th day of August, 2013 before me personally came David Droga, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is a representative of Droga5, LLC, he signed the instrument in the name of Droga5, LLC, and he had the authority to sign the instrument on behalf of Droga5, LLC.

  
\_\_\_\_\_  
Notary Public

**SCOTT WALDBAUM**  
Notary Public - State of New York  
No. 02WA6175896  
Qualified in New York County  
My Comm. Expires Oct. 22, 2015

STATE OF New York )  
  ) :ss.:  
COUNTY OF New York )

On this 30th day of August, 2013 before me personally came David Droga, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is a representative of Dragon Operations, LLC, he signed the instrument in the name of Dragon Operations, LLC, and he had the authority to sign the instrument on behalf of Dragon Operations, LLC.



\_\_\_\_\_  
Notary Public

<p><b>SCOTT WALDBAUM</b> Notary Public - State of New York No. 02WA6175896 Qualified in New York County My Comm. Expires Oct. 22, 2015</p>
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**Schedule A**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App/Reg. No./Date</b>	<b>International Class(es)</b>	<b>Owner</b>
D5	U.S. Federal	Registered	3793912 25-MAY-2010	35	DROGA5, LLC
D5	U.S. Federal	Registered	3793913 25-MAY-2010	42	DROGA5, LLC
DRO5A	U.S. Federal	Registered	3675334 01-SEP-2009	42	DROGA5, LLC
DRO5A (Stylized)	U.S. Federal	Registered	3675333 01-SEP-2009	35	DROGA5, LLC
DROGA5	U.S. Federal	Registered	3798114 08-JUN-2010	35	DROGA5, LLC
DROGA5	U.S. Federal	Registered	3586467 08-JUN-2010	42	DROGA5, LLC

[Schedule A to Trademark Assignment]