

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Legend3D, Inc. | | 09/24/2013 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Rifftrax, LLC | | |
| Street Address: | 8328 Clairemont Mesa Blvd., Suite 201 | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92111 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES <i>California</i> | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3771960 | CUTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 858-777-54 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 858-729-0800 | | |
| Email: | danna@arciplaw.com | | |
| Correspondent Name: | Danna Cotman; ARC IP Law | | |
| Address Line 1: | 7744 Herschel Avenue | | |
| Address Line 4: | La Jolla, CALIFORNIA 92037 | | |
| ATTORNEY DOCKET NUMBER: | 20093-T002 | | |
| NAME OF SUBMITTER: | Danna J. Cotman | | |
| Signature: | /Danna J. Cotman/ | | |
| Date: | 09/25/2013 | | |
| Total Attachments: 1 source=20130925_TM_Assignment_CUTS_LF-T003#page1.tif | | | |

OP \$40.00 3771960

ASSIGNMENT OF RIGHTS

Registration No. : 3771960
Assignee : Rifftrax, LLC
Assignor : Legend Films (a division of
Legend3D, Inc.)
Attorney Ref. No. : LF-T0003

CUTS

Whereas, Legend Films, a division of Legend3D, Inc., a citizen of the United States of America (“Assignor”), has registered a certain trademark entitled “CUTS” (“Trademark”); and whereas, Rifftrax, LLC, an entity existing under the laws of the United States and having a place of business at 8328 Clairemont Mesa Blvd, Suite 201, San Diego, CA 92111 (“Assignee”) is desirous of acquiring the entire right, title and interest in and to the Trademark and all rights relating thereto;

Now, therefore, for consideration the adequacy and receipt of which is hereby acknowledged, and other good and valuable consideration, Assignors hereby irrevocably sell, transfer, and assign the full and exclusive right, title and interest in and to the Trademark including any and all rights to continuing, maintaining, renewing and all other actions required which have been or shall be filed in the United States and all foreign countries on said Trademark; and all original and reissued trademarks which have been or shall be issued in the United States and all foreign countries on said Trademark; and in and to all rights of priority resulting from the filing of said Applications.

Assignors hereby authorize and request the Director of the U.S. Patent and Trademark Office and all foreign Trademark Offices to issue Trademarks for the subject matter assigned herein to said Assignee, of the entire right, title, and interest in and to the same, for Assignees sole use and behoof; and for the use and behoof of Assignees legal representatives, to the full end of the term for which said Trademark may be granted, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made. Assignors hereby covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights to the Trademark herein conveyed has been made to other by the undersigned, and that the full right to convey as herein expressed is possessed by the undersigned.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto cause this Agreement to be executed.

Assignor Signature



Steven Wolkenstein
Title: Chief Financial Officer
Legend3D, Inc.

Date: 9/24/13